Raisin UK Terms and Conditions

These are the terms and conditions which govern your use of the Raisin UK Platform (as defined below) and the services we provide via the Platform ("**Terms**"). Please read these Terms carefully as they form a legal contract between you ("**you, your**") and Raisin UK (as defined below) ("**us, we, our**") and set out your rights and obligations, as well as limitations and exclusions which may apply to you.

These Terms, together with your Account Application (as defined below), form a legally binding contract between you and Raisin UK. Words which we define in the singular form will also include the plural and vice versa. The headings in these Terms are for convenience only and do not limit their scope. By using the Raisin UK Platform and/or completing and submitting an Account Application for a Raisin UK Account (as defined below) you signify that you have read, understood and agree to these Terms. If you do not agree to these Terms, please do not register for a Raisin UK Account. If there is anything that you do not understand please contact us.

If you require a copy of these Terms in an alternative accessible format please contact us by telephone on 0161 388 2399 or by email at service@raisin.co.uk.

The Parties

Raisin UK is a trading name of Raisin Platforms Limited (registered no 11075085), whose registered office is at Cobden House, 12-16 Mosley Street, Manchester, M2 3AQ.

Raisin Platforms Limited is authorised and regulated by the Financial Conduct Authority (FRN 813894) and is the entity responsible for the registration and management of customer data on the Raisin UK Platform. You can check these details by visiting the FCA's website fca.org.uk or contacting them on 0800 111 6768. The FCA's offices are at 12 Endeavour Square, London E20 1JN.

1 Definitions and interpretation

Raisin UK Account means your Raisin profile which is linked to your Transaction Account and from which you can access Savings Accounts that are held with Partner Banks, through the Raisin UK Platform.

Account Application means an application to open your Raisin UK Account and your Transaction Account. This is actioned by completing the online registration form on the Website or the Raisin App.

Anti-money laundering requirements means all statutory and other requirements relating to money laundering, including the Drug Trafficking Act 1994, the Terrorism Act 2000, the Proceeds of Crime Act 2002, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time), the Guidance Notes for the Financial Sector of the Joint Money Laundering Steering Group (JMLSG) and any applicable FCA rules or other territory equivalent (Financial Action Task Force included) as amended from time to time.

Applicant means the person named on an Account Application and Savings Account Application.

Business Day(s) means any day(s) except for Saturdays, Sundays and public holidays in the UK; where the London Stock Exchange or the major clearing banks in the City of London are open for business.

Cleared Funds means funds that have been credited and have cleared through the banking system in your Transaction Account.

Data Protection Act means the Data Protection Act 2018 as amended from time to time.

Designated Professional Body means a designated professional body for the purposes of FSMA.

FCA means the Financial Conduct Authority or any successor regulator(s) which regulates our savings business from time to time.

FCA Rules means the Handbook of Rules and Guidance of the FCA or any successor regulator(s) to the FCA, as amended and/or replaced from time to time.

Force Majeure Event means an event that is outside our reasonable control which could not reasonably be predicted or if predicted its consequences are too drastic to plan for in a contract. In these Terms it means any:

- 1. act of God, fire, earthquake, storm or flood;
- 2. explosion, nuclear accident or collision;
- 3. sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not) or terrorism;
- 4. requirement or restriction of or failure to act by any government, semi-governmental or judicial entity (other than a regulatory change);
- 5. unavoidable accident;
- 6. loss of supply of essential services including but not limited to electrical power, telecommunications, air conditioning and essential third party services;
- 7. 'denial of service' or other targeted network attack; and
- 8. other cause beyond our reasonable control as a consequence of which we can no longer provide services in respect of your Raisin UK Account for a given period.

FSCS means the UK Financial Services Compensation Scheme.

FSMA means the Financial Services and Markets Act 2000 as amended from time to time and all regulations and orders under it.

Funding Window means the period as specified by the relevant Partner Bank in which the Pledged Deposit Amount must be received into your Transaction Account from the date of a Savings Account Application.

Information means any and all information, literature and data (excluding "personal data" or

"sensitive personal data" as these terms are defined in the Data Protection Act) contained in your Raisin UK Account and/or provided as part of the services whether provided in paper or electronic form.

MAM means Meteor Asset Management Limited, the deposit administrator for some of our Partner Banks and an entity authorised and regulated by the Financial Conduct Authority (FRN 459325) and incorporated under the laws of England and Wales with corporate registration number 05712610 and its registered office at 24/25 The Shard, 32 London Bridge Street, London SE1 9SG

Nominated Account means the UK bank or building society account which you transfer funds to and receive funds from your Transaction Account as further described in clause 2.6.1.

Partner Bank means any participating financial institution (including building societies and credit unions) which makes Savings Accounts available through the Raisin UK Platform and which hold an appropriate license.

Platform means the online banking system accessible via your Raisin UK Account

Pledged Deposit Amount means the amount of funds you wish to invest in a Savings Account

Raisin App means the Raisin App for compatible smartphones, which is available for Android phones through Google Play, and for iPhones via the App Store. Customers can use the Raisin App to view, apply for and manage Savings Accounts in accordance with these Terms.

Raisin GmbH means Raisin GmbH whose registered office is at Schlesische Str. 33/34 10997 Berlin, Germany.

Raisin UK means Raisin Platforms Limited (registered no 11075085) with its registered office at Cobden House, 12-16 Mosley Street, Manchester, M2 3AQ. Raisin Platforms Limited is authorised and regulated by the Financial Conduct Authority (FRN 813894) and is the entity responsible for the registration and management of customer data once customers have purchased financial products.

Savings Account(s) means one or more accounts for savings products opened with any of our Partner Banks with either a variable or fixed rate.

Savings Account Application means an application to open a Savings Account that is held with one of our Partner Banks.

Service Bank means the FSCS-protected and FCA regulated bank with whom Raisin UK has contracted to provide Transaction Accounts to its customers and for whom Raisin UK acts as outsourced service provider in relation to certain services from time to time.

Service Bank Terms means the terms and conditions of the Service Bank in respect of the provision of your Transaction Account, as amended or replaced from time to time.

Services means the online services available to you from your Raisin UK Account. These services will include, but not be limited to, the following:

- 1. the functionality to open and administer your Raisin UK Account, Savings Accounts and your Transaction Account;
- 2. the functionality to view Savings Accounts via your Raisin UK Account;
- 3. the functionality to view reports relating to your Raisin UK Account, Savings Accounts and your Transaction Account; and
- 4. access to information and literature relating to your Raisin UK Account, your Savings Accounts and your Transaction Account.

Terms means these Raisin UK Terms and Conditions, as amended or replaced from time to time.

Transaction Account means the account opened on your behalf with the Service Bank following your successful Account Application.

UK means the United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

UK Resident means a person who:

- 1. is resident in the UK for tax purposes; or
- performs duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom; or
- 3. is married to, or in a civil partnership with, a person who performs such duties.

Website means www.raisin.co.uk

Any reference in these Terms to writing or similar expressions includes a reference to email or facsimile transmission or comparable means of communication.

Any reference in these Terms to provisions of a statute or statutory instrument is a reference to it as amended, extended or re-enacted from time to time.

2. Opening and Managing a Raisin UK Account

- 2.1.We provide the Raisin UK Platform which is a savings marketplace platform that enables you to register for a Raisin UK Account in order to access and manage multiple savings products from our panel of Partner Banks.
- 2.2.By registering for a Raisin UK Account on the Raisin UK Platform, you can hold and view a range of Savings Accounts in one place.
- 2.3.We do not provide advice about the suitability of any savings product, or assess its appropriateness for you. Please ensure you read the materials we provide about savings products carefully before you invest. If there is something you do not understand, let us know. If you want advice about investing, please contact a qualified investment adviser.
- 2.4. When registering for a Raisin UK Account, you will also be applying to open a Transaction Account in your name with the Service Bank. Your Transaction Account is operated by the Service Bank, with certain administrative functions being provided by Raisin, under the Service Bank Terms. Your deposit with the Service Bank is protected by the FSCS. Please refer to your terms with the Service Bank for more information.
- 2.5.We are entitled to change the bank acting as Service Bank at any time and, if we decide to do so, we shall provide at least 2 months' prior written notice to you of such change, along with a summary of how that change will affect you. Should we change the Service Bank provider, to ensure continued provision of our Services pursuant to these Terms, we may arrange for any Cleared Funds in your Transaction Account to be transferred to your Nominated Account and open a replacement Transaction Account in your name with the replacement Service Bank provider, providing the new Service Bank Terms to you along with a relevant summary of changes.
- 2.6.You will be asked for certain Information when you register for a Raisin UK Account, including the following details:
- 2.6.1. you must nominate a UK bank or building society account which must be held in your sole name ("Nominated Account") from which you will fund your Transaction Account. Any withdrawals from your Transaction Account can only be paid back to this Nominated Account; and
- 2.6.2. you must provide us with a unique UK-registered mobile telephone number to register for a Raisin UK Account and to access our Services. The mobile number cannot already be allocated to a different Raisin UK Account. We and our partners use this number to ensure the security of our customers, for example, by verifying newly registered Raisin UK accounts and/or when money is being withdrawn from your Transaction Account. It may also be used to remind you of maturing deposits and your options.
- 2.7.Your registration for a Raisin UK Account and opening of your Transaction Account may involve the Service Bank (or its subcontractor(s)) performing certain checks and verifications, including checks required under the AML requirements and other applicable UK law.
- 2.8. Your Raisin UK Account will only be opened when:
- 2.8.1. you have accepted these Terms,
- 2.8.2. you have accepted the Service Bank Terms; and
- 2.8.3. we have accepted your Account Application.
- 2.9.Once we have accepted your Account Application, we will open a Raisin UK Account in your name and maintain it in accordance with these Terms and we will request that the Service Bank open a Transaction Account in your name, in accordance with the Service Bank Terms.
- 2.10.By completing our Account Application, you confirm that the information you have provided is accurate and complete and you consent to the Service Bank opening a Transaction

Account on your behalf and to Raisin and its partners undertaking relevant anti-money laundering and identity verification checks on you.

- 2.11.If we accept your registration, you will have access to the Raisin UK Platform via your Raisin UK Account for use in accordance with these Terms.
- 2.12.If any information provided in your Account Application is found to be incorrect or incomplete or we, the Service Bank or any of our partners have been unable to complete an identity verification check or other checks to our satisfaction, we will request further information from you. We may reject your Account Application if you do not provide the required information.
- 2.13.If we, the Service Bank or any of our partners have been unable to complete identity verification checks to our satisfaction following receipt of your Account Application and any further information requested pursuant to clause 2.10, we will reject your Account Application.
- 2.14.We have full discretion to accept or not to accept an Account Application and we reserve the right to reject your Account Application and not to give you any reasons for doing so.
- 2.15. You are required to notify us promptly if there is a change to any of the following:
- 2.15.1. your name;
- 2.15.2. your address;
- 2.15.3. your Nominated Account;
- 2.15.4. your unique UK registered mobile phone number and/or;
- 2.15.5. your status as a UK Resident.
- 2.16.Any changes notified under clause 2.15 or changes to our internal policies may necessitate further anti-money laundering checks being carried out following the acceptance of your Account Application. It might be necessary for us to ask you for, and for you to provide, more information as part of this process.
- 2.17.For the terms and conditions of individual Savings Accounts offered through the Raisin UK Platform, please refer to the specific product details provided by the Partner Bank within your Raisin UK Account.
- 2.18.After registration and opening of the Raisin UK Account in accordance with clause 2.8 above, you will have access to the Raisin UK Platform. Via the Platform, you can subject to the specific conditions of each Savings Account manage your Savings Account(s) and, for example, renew or request an early termination or receive messages from the Partner Bank.
- 2.19.Once you are a Raisin UK customer and have a Raisin UK Account and a Transaction Account, should you decide to open a Savings Account, you will need to enter into a deposit contract with the relevant Partner Bank, unless MAM enters into a deposit contract with the relevant Partner Bank as bare trustee on your behalf. Further information in relation to the terms of each Savings Account is available on the Raisin UK Platform.
- 2.20. Your Raisin UK Account can hold one or more Savings Accounts, allowing you to select and monitor your portfolio. Please note that while most Savings Accounts involve only ordinary deposits, some may be structured deposit products. Structured deposits are deposits with interest rates linked to the performance of underlying investments. We will always make it clear when a Partner Bank product is a structured deposit and explain to you how the particular product works.
- 2.21.As the Savings Account is held by a Partner Bank, there may be some additional verification or Information required from you. Opening a Savings Account may involve the Partner Bank (or its subcontractor(s)) performing certain checks and verifications, including checks required under the Anti-money laundering requirements and other applicable UK law. The Partner Banks may decline your application to open a Savings Account following their completion of such checks.

- 2.22.We will send you details of how to fund any Savings Accounts opened through your Raisin UK Account within the Funding Window with an acknowledgement of receipt of your application for the Savings Account(s).
- 2.23.If you want to (subject to any specific terms and conditions of each savings product) select any savings products, order a renewal or carry out any other action or transaction in relation to your Transaction Account or any Savings Account, you can action these via the Platform when logged into your Raisin UK Account.
- 2.24.If you made an application to open a Savings Account, this will require a transfer from your Transaction Account to a Partner Bank (or to MAM, which will then make a deposit in a Savings Account with the Partner Bank as bare trustee on your behalf). You can, via the Platform, instruct the Service Bank to transfer the confirmed deposit amount from your Transaction Account to your Savings Account at the Partner Bank. Our Partner Banks may also work with MAM, who as a deposit administrator for some of our Partner Banks will, as required, provide administration services in order to execute your instructions. If MAM deposits funds with a Partner Bank on your behalf, this may be in a pooled account with other customers' funds.
- 2.25.If a Partner Bank is in the UK, your funds are likely to be protected under the FSCS, even if you invested through MAM as bare trustee. If a Partner Bank is abroad, we will explain whether a different deposit guarantee scheme applies instead.
- 2.26.For further information about the FSCS (including current limits, amounts covered and eligibility to claim) contact us or visit our website. You can also visit the FSCS website at fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100.
- 2.27.In addition to the agreements you have in place under clause 2.8, you will enter into the following contracts to invest in a savings product provided by any Partner Bank:
- 2.27.1. Terms and Conditions applicable to the specific product details (provided by the Partner Bank via the Raisin UK Platform); and
- 2.27.2. where applicable, MAM's Terms and Conditions, under which MAM deposits funds in certain Savings Accounts as bare trustee on your behalf.
- 2.28.You agree to provide us from time to time with all such information about you as we may reasonably require in order to fulfil:
- 2.28.1. our legal or regulatory obligations; and/or
- 2.28.2. our obligations to you under these Terms.
- 2.29. The information you supply to us may be used for the purposes of administering your Raisin UK Account by us and third parties that provide services relating to your Raisin UK Account to us.
- 2.30.To open a Raisin UK Account with us, you must be at least 18 years old and a UK Resident. You will not be able to open a Raisin UK Account with us if you are not a UK Resident for tax purposes on the date of your Account Application.
- 2.31.You are unable to open a Raisin UK Account if you currently have any of the following accounts: an existing Raisin UK Account in your name, Smart Savings from Willis Owen, Cash savings hub from AJ Bell Youinvest, or Aviva Save from Aviva.
- 2.32.Your Raisin UK Account is for your sole use and should not be used by any other individuals such as family members or financial advisers.

3. Contacting each other

3.1.We may contact you and give you any notices in connection with these Terms by electronic communications using the unique UK mobile phone number or email address you provided either within your Account Application or where these were subsequently updated upon

instructions from you. We may contact you by secure message via your Raisin UK Account, by email or via the Raisin App (See paragraph 4.1 below).

- 3.2.You can contact us by telephone at 0161 388 2399, by email at service@raisin.co.uk, or by secure message via your Raisin UK Account,. If you contact us electronically, we may collect your electronic identifier (Internet Protocol (IP) address) supplied by your service provider. Emails sent by you to us may be monitored. We may contact you via the Raisin App. For further information about this you should refer to clause 4 of these Terms.
- 3.3.We record or monitor telephone calls with you in order to verify our dealings with you and to make sure that we are meeting our service standards. Recordings and emails may be used by us in evidence in the event of a dispute.
- 3.4. These Terms and all of our communications and documents in relation to your Raisin UK Account will be in English and are available on the Website. If at any time you require a copy of these Terms, please let us know.
- 3.5.In the messages area of your Raisin UK Account you will find your individual documents and messages from Raisin UK, the Service Bank, MAM and Partner Banks (for example, contracts or account statements).
- 3.6.If you require an alternative accessible format of any of the documents and/or messages created by us that we send to you, then please contact us by telephone on 0161 388 2399 or by email at service@raisin.co.uk
- 3.7.Raisin UK will contact you approximately one month before the maturity date of any fixed term Savings Account(s) to provide information from the relevant Partner Bank in relation to your options. If Raisin UK does not receive a response from you by the maturity date of your Savings Account(s), your returned deposit will be transferred to your Transaction Account at the end of the fixed term unless, where permitted, you have notified the Partner Bank before then (giving such notice as the Partner Bank requires) that you would like to reinvest. If you are not reinvesting, please note that maturity proceeds can take up to four Business Days after the maturity date to appear in your Transaction Account.

4. Raisin App

- 4.1.Push Notifications: If you are a registered user of the Raisin App, you may receive notifications from us. With your consent, we may send push notifications or alerts to your unique registered UK mobile phone even when you are not logged in to the Raisin App. We use push notifications to send you notifications related to our Services, any Savings Account Application(s) you have made and any active Savings Account(s) you may have with us. You can manage your push notification preferences or deactivate these notifications at any time by turning off the notification settings in the Raisin App or in the Settings of your unique registered UK mobile phone. If you choose not to receive push notifications, then you will still receive In-App notifications within the Raisin App.
- 4.2.Location Information: When you use the Raisin App and with your consent, we may collect and use your precise (or GPS) location information collected from the Raisin App to enhance your use of the Raisin App. Please note that turning off location services may affect certain features of our Raisin App, including the ability to identify which country you are in, as the Raisin App is available throughout Europe.

5. Instructions

5.1.You should provide any instructions via the Platform. You may also, in limited circumstances give instructions to us in writing by secure message via your Raisin UK Account, by email in relation to a change of your personal details or information, but such instructions will require additional security measures to ensure that they are valid and may incur a charge as manual requests may also take more time to be processed.

- 5.2.You agree that if you provide an instruction via the Platform, then the Service Bank, MAM or the Partner Bank (each, a "**Receiving Party**") may rely upon the contents of, and act on, that instruction and the accuracy of the information contained therein.
- 5.3. The Receiving Party may refuse to act on any instruction (or request additional information or documentation from you before processing your instruction) in accordance with their terms or contractual arrangements with you.

6. Statements

- 6.1.We will make available statements at least once a year showing the balance of the Transaction Account and of existing Savings Accounts you have with the Partner Bank(s) and, in respect of each, the amount of interest, or in the case of any Shariah account(s), the amount of profit, paid to you. The statement(s) will be made available for you to download by accessing your Raisin UK Account. We will notify you when statements are available via the secure messages on the Platform.
- 6.2.Should you require a Transaction Account statement for a specific reason within a year of your last statement having been provided, please contact service@raisin.co.uk or make a request via secure message on the Platform.
- 6.3.You must check your statements carefully and tell us at once if it includes something which appears to you to be wrong or not in accordance with your instructions.

7. Disclosure of information and data protection

- 7.1. These Terms should be read in conjunction with our Privacy Policy.
- 7.2. Raisin UK is both a data controller and data processor and is registered with the Information Commissioner's Office under reference ZA299777. All personal details that you submit to us will be held in accordance with our responsibilities in compliance with the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), ("**UK GDPR**") and the Data Protection Act, all laws giving effect or purporting to give effect to the UK GDPR or otherwise relating to data protection or any equivalent legislation amending or replacing the UK GDPR or the Data Protection Act. In order to provide you with savings products and Services, Raisin UK needs to collect, use, share and store personal data about you and your transactions.
- 7.3.Personal data means information that relates to you and from which you can be identified, such as your name, address, mobile phone number or date of birth. It may also include information about your financial affairs and transactions. The personal data may also include 'special categories of personal data' as defined in the Data Protection Act (for example, information relating to criminal convictions).
- 7.4. The personal data collected by Raisin UK may be obtained from you directly, or from third parties, such as employers, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other parties associated with you, when you apply for a Raisin UK Account or any other product or service, or which you or they give to us at any other time.
- 7.5. Raisin UK will use your personal data to process and store your Account Application, understand your requirements, manage your Raisin UK Account, give you statements, provide our Services and products, prevent and detect fraud, money laundering and other crime, to carry out regulatory checks, to meet our obligations to any relevant regulatory authority, to undertake analysis of our business, to develop and improve our services to you and to protect our legitimate interests.
- 7.6.Raisin UK may use your personal data to inform you by email, SMS or telephone about products and services similar to the Raisin UK Account which may be of interest to you if you have opted in to receive such communications. If you do not want us to contact you about

such products and services please contact us at 0161 388 2399 or email <u>service@raisin.co.uk</u>.

- 7.7.Raisin UK will take appropriate measures to keep your personal data secure and confidential. If you provide us with any sensitive personal data, we shall treat it securely and in line with our obligations under applicable UK law.
- 7.8. Raisin UK may disclose your personal data to the following third parties:
- 7.8.1. Selected employees, consultants, and professional advisors, when your data is necessary for the management of your Raisin UK Account;
- 7.8.2. Group companies and subsidiaries of Raisin GmbH;
- 7.8.3. Service Bank(s);
- 7.8.4. Partner Banks;
- 7.8.5. MAM;
- 7.8.6. Credit reference agencies;
- 7.8.7. Service Bank providers;
- 7.8.8. Deposit administrators;
- 7.8.9. Compliance service providers;
- 7.8.10. Regulators and compliance providers;
- 7.8.11. Customer service providers;
- 7.8.12. Information technology, communications and cloud computing providers;
- 7.8.13. Contractors who provide a service to us or are acting as our agents, on the understanding that they will keep the personal data confidential and secure; and
- 7.8.14. Other third parties where we are under a legal obligation to do so, for example where we are required to share information under statute or because of a Court Order.
- 7.9. Where you provide us with the personal data of a third party (for example, about another individual in your household), you confirm that you have obtained their consent prior to disclosing that personal data to us.
- 7.10.From time to time we may change the way we use your personal data. Where we believe you may not reasonably expect such a change we will email you to notify you of the change. If you have any objections to the change please contact us on 0161 388 2399 or email <u>service@raisin.co.uk</u>.
- 7.11.If you terminate your relationship with us we will retain the personal data we have collected on you for as long as permitted as for legal, regulatory and fraud prevention purposes.
- 7.12.You can contact us directly about how we use your personal data or to exercise your data subject rights:
 - Post: Data Protection Officer, Raisin UK, Cobden House, 12-16 Mosley Street, Manchester, M2 3AQ
 - Email: dpo@raisin.co.uk

8. Changes that affect your Raisin UK Account

- 8.1.We can make reasonable and appropriate changes to these Terms (or issue a replacement set of Terms in their place) at any time while your Raisin UK Account is in force:
- 8.1.1. to reflect changes to relevant law or regulation, or a decision of the Financial Ombudsman Service, or any successor to it; or
- 8.1.2. to reflect new industry guidance and codes of practice which are designed to raise standards of consumer protection; or

- 8.1.3. if it becomes impossible or impracticable, in our reasonable opinion, to comply with any of the clauses within these Terms as a result of a change in the law or regulation; or
- 8.1.4. where other circumstances arise which are beyond our control; or
- 8.1.5. to reflect the increase of our reasonably incurred costs associated with administering your Raisin UK Account; or
- 8.1.6. to reflect improvements to your Raisin UK Account that technological, service or propositional enhancements have allowed us to make; or
- 8.1.7. where any such change is not to your detriment, including to correct any errors or inaccuracies in these Terms; or
- 8.1.8. to update following a change in Service Bank or Partner Bank.
- 8.2.From time to time, we may update these Terms to comply with changes to legislation or regulations, or where our business necessitates a change to these Terms. Please check this page to review updated Terms. The date these Terms were last updated is at the bottom of this page. We will inform you once a change to these Terms becomes effective and direct you to our website or other appropriate access point where the most up to date version can be found. Each notification of change that we provide to you will explain the reasons for the change and the date upon which the change will become effective.
- 8.3.If you object to a change implemented by us in respect of the valid reasons contained in these Terms, please contact us.
- 8.4.Any change to the Terms shall come into effect and be deemed accepted by you if you continue to use your Raisin UK Account and the Raisin UK Platform after the expiry of the notice period stated in clause 8.2.

9. Withdrawal, Suspension, Closure and Termination

- 9.1.If we are concerned about the security of your Raisin UK Account or suspect unauthorised or fraudulent use, we may suspend the operation of any or all of our Services with immediate effect. If we do so we will promptly notify you of any such suspension, unless we are not able to do so for legal or regulatory reasons.
- 9.2.We may withdraw the provision of any service by giving you two months' prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising after the service is withdrawn which relate to the period before withdrawal.
- 9.3.We may take action to close your Raisin UK Account (including any associated accounts) immediately if we reasonably believe that:
- 9.3.1. you have given us any false information;
- 9.3.2. you fail to provide adequate information to facilitate compliance with legal or regulatory obligations to include but not be limited to the carrying out further anti-money laundering and KYC checks;
- 9.3.3. your Transaction Account is closed by the Service Bank; or
- 9.3.4. you or someone else is using your Raisin UK Account illegally or fraudulently; or
- 9.3.5. you behave in a threatening or violent manner towards our staff; or
- 9.3.6. you were not entitled to open your Raisin UK Account or you no longer have a Nominated Account or mobile phone number fulfilling the criteria set out in clause 2.6 above; or
- 9.3.7. you have been in serious or persistent breach of these Terms or any additional conditions which apply to your Raisin UK Account;
- 9.3.8. you have become bankrupt; or you are unable to pay your debts; or any step, application or proceeding has been taken by you or against you or in respect of the whole or any part

of your business for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership or otherwise;

- 9.3.9. you are no longer UK Resident; or
- 9.3.10. the person using the Raisin UK Account is not the account holder.
- 9.4.We can end our relationship with you, for any reason or without giving a reason, by telling you in writing. We will give you two months' notice in writing unless there are exceptional reasons for us needing to terminate the relationship sooner (for example, in the circumstances set out in clause 9.3 or where we are no longer appropriately authorised to hold your Account).
- 9.5.If you have no active savings products in any Savings Accounts, you may, by giving us thirty (30) calendar days' notice, close your Raisin UK Account by instructing us (via your Raisin UK Account) to close your Raisin UK Account and as a consequence instructing the Service Bank to transfer any Cleared Funds from your Transaction Account to your Nominated Account in accordance with clause 5. However, you cannot close your Raisin UK Account before the expiry of the fixed term for all savings held in your Savings Accounts or the expiry of the relevant notice period in respect of any notice accounts. We may, however, agree to allow you to close your Raisin UK Account earlier in exceptional circumstances, for example where you have died, been diagnosed with a terminal illness or have been declared bankrupt. During the thirty (30) calendar day notice period, you should download and save any statements, contracts and/or other content in your Raisin UK Account as these will not be available to you to access once your Raisin UK Account has closed.
- 9.6.Where your Raisin UK Account is closed as a result of any of the circumstances arising in clauses 9.2 to 9.4, if you have any active Savings Accounts with Partner Banks, we or one of our partners will communicate to you how the Savings Account(s) will be serviced following the closure of your Raisin UK Account.
- 9.7.Where your Raisin UK Account is closed as a result of any of the circumstances arising in clauses 9.2 to 9.4, prior to the closure of your Raisin UK Account we will also arrange for any Cleared Funds in your Transaction Account to be returned to your Nominated Account.

10.Security

- 10.1. You must take all reasonable precautions to prevent misuse of your Raisin UK Account and to safeguard your customer security details. Do not disclose the details of the security procedures, password, PIN or other security codes relating to your Raisin UK Account to anyone else.
- 10.2.Do not store your customer security details in any way that can be understood by someone else. Any security related device must be kept physically secure, which includes making sure that customer security details are not kept in any form (including browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.
- 10.3.If your customer security details are lost or stolen or you think someone knows them or has used or tried to use them please tell us immediately by contacting 0161 388 2399 or email <u>service@raisin.co.uk</u>. If we suspect that your Raisin UK Account has been compromised we will contact you by phone and take you through our security procedure.
- 10.4.We will do all that we reasonably can to prevent a breach of security resulting in unauthorised access to your Raisin UK Account and the information that we hold about you. For clarity, the Service Bank may be liable to you in certain circumstances when payments

from or to your Transaction Account have gone wrong. Where the Service Bank would usually be liable to you but the fault is ours, we may be liable to you instead.

11.General Provisions

- 11.1.**Singular and Plural Terms**: Words which we define in the singular form will also include the plural and vice versa. The headings in these Terms are for convenience only and do not limit their scope.
- 11.2.**Entire Agreement**: These Terms, and the documents referenced within it, sets out the entire agreement between us and you relating to the Raisin UK Platform and the Services and it supersedes any previous agreement or arrangement between us and you. You agree that you have not relied on representations of any kind made by us that are not set out in these Terms.
- 11.3.**Rights of third parties:** Save as otherwise set out in these Terms, nothing in these Terms shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to these Terms.
- 11.4.**Assigning your rights or obligations**: You may not transfer or assign any rights or obligations you may have under these Terms to any other person without our prior written consent.
- **11.5.Enforceability**: Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.6. **Severability**: Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 11.7. **Governing Law and Jurisdiction**: These Terms are governed by English law and you can bring legal proceedings in respect of these Terms in the English or Welsh courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Ireland, you can bring legal proceedings in the terms in either the Northern Ireland, you can bring legal proceedings in the terms in either the Northern Ireland, you can bring legal proceedings in the terms in either te

12.Complaint Handling

- 12.1.If you feel dissatisfied with any aspect of our service, then in the first instance please contact <u>complaints@raisin.co.uk</u>. We will immediately carry out an independent investigation of your complaint and will provide a written response within five Business Days of receipt of your complaint.
- 12.2.If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the FCA, you will have recourse to the Financial Ombudsman Service.
- 12.3.Details of the Financial Ombudsman Service are:

Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London, E14 9SR;

complaint. info@financial-ombudsman.org.uk.

020 7964 1000 (switchboard)

+44 20 7964 1000 (for calls from outside the UK)

0207 964 1001 (main fax)

0800 0234 567 Calls to this number are now free on mobile phones and landlines

0300 123 9123 Calls to this number cost no more than calls to 01 and 02 numbers

13.Our Liability to you

- 13.1.Nothing in the Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.
- 13.2.Subject to clause 13.1, we will not be liable for:
- 13.2.1. any interruption, disruption or impairment of our Services or any third-party services on which we rely for the performance of our obligations hereunder, including due to any unavailability of the internet for any reason;
- 13.2.2. declining your registration for a Raisin UK Account;
- 13.2.3. a Partner Bank or MAM declining your application to open a Savings Account;
- 13.2.4. closing or suspending your Raisin UK Account in accordance with these Terms;
- 13.2.5. any loss arising from your inability to use the Raisin UK Platform due to interruptions;
- 13.2.6. any direct or indirect loss or damage you may suffer including loss of revenue, loss of reputation, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your Raisin UK Account or the Raisin UK Platform (unless otherwise required by law); and
- 13.2.7. for the quality, performance or legality or any other aspect of any savings product or any other service provided by a third party via the Raisin UK Platform.
- 13.3.In all other circumstances (including where we have been negligent), our liability to you will be limited to a refund of the balance of the account in respect of which the event giving rise to the liability occurred (and if the event giving rise to the liability does not relate to any account, then the balance of your Transaction Account at the time the event occurred).

Date of update 2 Aug 2023