

## 118M8 Terms & Conditions

### Terms Of Use

#### 1. ABOUT THIS AGREEMENT

- a. These Terms and Conditions govern Your use of the 118M8 App - please read them carefully.
- b. Please also read Our privacy policy (which can be found at: <https://www.118M8.com/privacy-policy>).
- c. These Terms and Conditions apply in addition to the terms and conditions that apply to any account, product or service You can access using the App. If there is an inconsistency between Your account/product terms and these Terms and Conditions, Your account/product terms will apply.
- d. By accessing or using the App, You acknowledge that You have read, understood, and agree to be bound by these Terms and Conditions. If You do not agree to these Terms and Conditions, You must not access or use the App.
- e. By accessing or using the App, You warrant that You are at least 18 years of age or above. Users under the age of 18 are restricted from accessing the App.
- f. A copy of the most current version of these Terms and Conditions are set out in the App and on Our website at: <https://www.118M8.com/website-terms-conditions>.

#### 2. MEANING OF WORDS AND EXPRESSIONS

- a. Throughout these Terms and Conditions You will see words that have capital letters (upper case) at the start of them. You can find out what these words mean in this section.
- b. “Account” means Your account and/or products You hold with Us that You are accessing via the App or the 118 118 Money App;
- c. “App” means the mobile application titled ‘118M8’ (operated by Madison CF UK Ltd trading as 118 118 Money) which is a financial fitness support tool that helps customers develop habits to improve their money management, creditworthiness and overall financial fitness.

- d. “Call to Action” means any button, prompt, banner, card, link, or similar feature displayed within the App, including on the home screen, which encourages or enables You to take a particular action, including but not limited to linking an account, managing a subscription, reviewing a feature, responding to a challenge, or accessing a Service.
- e. “Linked Account” means any Personal Account or other eligible external account, product, or data source that You choose to connect to the App, whether through Open Banking, a Partner, or another approved third-party integration, in order to enable certain Services or features.
- f. “In-App Notification” means any message, prompt, alert, reminder, update, badge, banner, or similar communication delivered by or within the App to inform You about features, Services, actions You may wish to take, account activity, subscription matters, linked account status, Open Banking permissions, promotions, or other App-related information.
- g. “Open Banking” means the secure sharing of account information and/or the initiation or facilitation of related Services through regulated third-party providers using application programming interfaces or similar technology in accordance with applicable law, regulation, and industry standards in the United Kingdom.
- h. “Partner(s)” means third-party organisations used or engaged by Us, or which We may use or engage from time to time, to enable or provide in-App features and Services, including but not limited to In-App Games, and 118 118 Money credit card transaction trends. A current list of Our Partners used in connection with the App is available at [www.118M8.com](http://www.118M8.com). All Partners are contractually required to comply with applicable UK data protection and financial regulations, including the UK GDPR, the Data Protection Act 2018, and (where relevant) FCA requirements. Details of how We and Our Partners process Your personal data are set out in Our Privacy Policy, which can be accessed at [www.118M8.com](http://www.118M8.com).
- i. “Personal Accounts” refers to any financial account held in Your name, individually or jointly, with a regulated financial institution, including Your current accounts or credit card accounts accessible via Open Banking. These accounts contain financial data or transaction information that You lawfully own or control and to which You have authorised Us, Our Partners, or applicable third-party providers to access, retrieve, or process information on Your behalf for the purpose of delivering Services and features through the App.

- j. “RevenueCat” means the third-party subscription management platform and related infrastructure used by Us and/or Our Partners to manage subscription status, entitlement validation, billing information received from app marketplace providers, renewals, cancellations, and related subscription administration functions in connection with the App.
- k. “Security Information” means Your log-in details and/or security information that You use to access Our App. This includes Your username, passcode and other login credentials, as well as Your Touch ID or Face ID (but You will only be able to log in to or access Our App in this way if you have an eligible device).
- l. “Service(s)” means all functionalities, tools, content, and interactive features made available through the App, including but not limited to account management, data access, communication tools, personalised settings, and any updates, enhancements, or new features introduced from time to time as well as the 118 118 Money App, 118 118 Money Credit Card and 118 118 Money Loan products.
- m. “Subscription Type” means the classification of access levels available to Users of the App. Each Subscription Type determines the scope of features, Services, and content accessible through the App, as well as any applicable subscription fees. The Subscription Types are: Guest, Free and Premium – You can find more details about each Subscription Type at *Section 4 “Using the App”* and at <https://www.118M8.com/app-terms-conditions-information>.
- n. “Terms and Conditions” means the rules, obligations, rights, and limitations that govern Your use of the App. By accessing or using the App, you agree to be bound by these Terms and Conditions, which form a legally binding agreement between You and Us.
- o. “You/Your” means You, Our customer.
- p. “We/Our/Us” means Madison CF UK Ltd, trading as 118 118 Money.

### **3. THE APP**

- a. The App includes the following features:

(1) Games / Challenges with behavioural prompts to help You manage Your spending and money, to help You develop financial fitness skills and to help you improve Your money management and creditworthiness. The

following Terms and Conditions apply specifically to in-App games, to which You duly acknowledge and agree:

- i. You can play different games/challenges. Each game/challenge will state what you need to do, the duration, any progress tracking, and whether any rewards are available.
- ii. If a challenge involves moving money, those moves occur under that specific account terms (please check relevant terms and conditions with Your provider).
- iii. If a challenge gives You in-App points/badges, this should not be considered as money. They have no cash value, are non-transferable, and can be changed, diminished or withdrawn at any time at Our sole discretion without any requirement to notify You or ask for Your consent.
- iv. If We run Promotions/Rewards (cashback, vouchers, prize draws, competitions), they will have Promotion-Specific Rules that state the start/end dates, eligibility, how to enter/win, prize details, restrictions, odds (if applicable), and how winners are chosen and contacted. All promotions will comply with all applicable UK law.
- v. The in-App games/challenges are informational/entertaining/educational/behavioural in nature. They do not provide investment, credit or financial advice, nor do they guarantee you will save money or achieve any outcome. You remain responsible for your spending decisions at all times.

(2) If You are a 118 118 Money credit card customer;

(i) We may show You Your 118 118 Money credit card transaction trends in relation to your 118 118 Money credit card account. This feature analyses Your historical 118 118 Money credit card transactions and presents summaries of Your spending and additional enhancements to merchant related information , including the categories in which You spend money, the total amounts spent and the frequency of spending, with breakdowns available on a weekly, monthly and yearly basis (which may include comparisons with previous weeks, months or years). The purpose of this feature is to help You understand and reflect on how You use Your credit card and to support better awareness of Your spending habits. Any information provided through credit card transaction trends is for

informational purposes only and does not constitute financial or other advice; and

(ii) By using the App, Your credit card account and accessing or viewing the credit card transaction trends feature, You consent to Us and/or our Partners analysing, categorising, aggregating and presenting Your credit card transaction data for these purposes. Transaction categorisation and insights are generated automatically and may not always be accurate. We may change, suspend or withdraw the credit card transaction trends feature at any time and do not guarantee its ongoing availability or functionality.

For more information on how We use Your credit card transaction data as part of the credit card transaction trends feature of the App, please refer to the '*Transaction Categorisation*' section of Our Privacy Policy at <https://www.118M8.com/privacy-policy>.

- b. Subject to and in accordance with *Section 12 "Changes to These Terms and Conditions"*, additional features and functionalities may be introduced, updated, modified, enhanced, removed or discontinued from time to time. Access to specific features may depend on Your Subscription Type. For a full and up-to-date list of what is included in the App and each Subscription Type, please visit: <https://www.118M8.com/app-terms-conditions-information>.
- c. The App may display In-App Notifications, Calls to Action, account prompts, feature recommendations, subscription prompts, and service-related messaging throughout the App, including on the home screen and within profile areas such as the "Manage Linked Accounts" section. These are provided to help You access, understand, and use the App, its Services, any Linked Accounts, Open Banking features, and available Subscription Types. The presence, format, frequency, and content of such messages, prompts, and features may be changed, suspended, removed, or updated by Us at any time in accordance with these Terms and Conditions.

#### **4. USING THE APP**

- a. The App is part of the 118 118 Money service. If and when You register or log in through the App, We will use the details You provide to create or connect your 118 118 Money and 118M8 accounts. This gives You one set of login details to access Your 118 118 Money products and services securely in one place. Because 118M8 and 118 118 Money form a single, connected service, Your accounts cannot be unlinked or used separately.

b. If You no longer wish to use Our App, You can close Your account at any time by contacting us, and we will delete your information in line with our Privacy Policy. We only use the personal data linked between 118M8 and 118 118 Money to provide and support your account and related services. We will never use this data for marketing unless You have given your separate permission.

c. The Subscription Types to the App are:

I. Guest – The Guest Subscription Type enables access to the App without requiring the submission of personal information or payment of any fees. While using this Subscription Type, no in-App activity or associated data will be stored or retrievable by Us as any data collected will be stored locally on Your device. This Type offers the most limited functionality available within the App. For a detailed overview of the features included in the Guest Subscription, please visit Our website:

<https://www.118M8.com/app-terms-conditions-information>.

Free – The Free Subscription Type grants access to the App at no cost. It includes a selection of core features designed to support basic usage. To activate this Subscription Type, You must complete the sign-up process and provide the necessary information as requested. Additionally, Your consent may be required to enable specific App functionalities (refer to *Section 5 “Permissions”* for further details). With this Subscription Type, Your in-App activity and related data will be stored and accessible to You and Us and Our Partners in accordance with Our Privacy Policy and these Terms and Conditions. For a comprehensive overview of what the Free Subscription includes, please visit Our website:

<https://www.118M8.com/app-terms-conditions-information>.

d. Premium – The Premium Subscription Type offers access to all features of the Services, encompassing all available App functionalities. The Premium Subscription is available for a fee – the pricing breakdown for the Premium Subscription is available on Our website here: [www.118118money.com/118M8](http://www.118118money.com/118M8). To activate the Premium Subscription Type, You must complete the sign-up process and provide the necessary information as requested or, in the case that You upgrade from the Free to Premium Subscription Type, provide the additional data that We require and pay the required subscription fee. Your consent will also be required to enable certain App features (refer to *Section 5: “Permissions”*). With this Subscription, Your in-App activity and related data will be stored and accessible to You and Us and Our Partners in accordance with Our Privacy Policy and these Terms and Conditions. For a detailed breakdown of what

features the Premium Subscription includes, please visit Our website: [www.118118money.com/118M8](http://www.118118money.com/118M8). We may make certain Services, features, content, tools, or functionality available only to users of a particular Subscription Type, including paid subscriptions where applicable. Access to some features may also depend on whether You have linked an eligible Linked Account, granted required permissions, or completed any applicable Open Banking consent journey.

- e. The App may present Calls to Action on the home screen or elsewhere to encourage You to activate, access, upgrade, connect, review, or manage certain Services, Subscription Types, Linked Accounts, or Open Banking features.
- f. Where You have linked an eligible account, we may show relevant information, prompts, controls, or status indicators within the “Manage Linked Accounts” section of Your user profile, including information relating to connection status, consent status, data refresh, permissions, expiry of access, required reauthentication, and feature availability.
- g. For the avoidance of doubt, We reserve the right to update, enhance, amend, modify, withdraw or discontinue any features included on the App and which aspects of the App are included in each Subscription Type. We also reserve the right to introduce and subsequently amend the fee or subscription amount. Should We make any changes, We will give You prior notice in accordance with *Section 12 “Changes To These Terms and Conditions”*.
- h. Your mobile operator may also charge You for certain services (for example, for internet access on Your mobile when You download and/or access the App either in the UK or whilst You are abroad), so please check with them.
- i. We may change the version of the browser or operating system Our App works with at any time. Some features may not be available on all devices, platforms or operating systems.
- j. We may immediately (either temporarily or permanently) suspend, restrict or stop Your access to or use of the App and close Your Account, if We reasonably believe or suspect:
  - l. suspicious or fraudulent activity or transactions are being carried out on Your Account; or

- II. that there is or has been unauthorised or fraudulent use of Your Security Information (for example, if a device is used that We do not recognise, You inform us that Your device has been stolen or if we detect that Your device is used in a way that is unusual).
- k. We may also suspend or stop access via the App and close Your Account if:
  - I. We need to in order to comply with any legal or regulatory requirement;
  - II. You seriously or repeatedly break these Terms and Conditions or the terms and conditions relating to Your Account;
  - III. You no longer have an active Account with Us (for example, because it ends or it is closed for any reason);
  - IV. You close Your 118 118 Money Account with Us (if applicable); or
  - V. Your Account has been subject to a Debt Sale procedure, in relation to either Your 118 118 Money Loan or Credit Card product.
- l. If We do suspend, restrict or block Your access to Your Account via the App, We will tell You why as soon as We reasonably can, unless We are not able to because a law or regulation prevents Us from doing so or if We believe that doing so could compromise any of Our security or fraud prevention measures.
- m. You will usually be able to access and use the App at any time. However, sometimes, it may not be available or some features may be unavailable, or it may be temporarily slow – for instance, if We experience technical issues or We need to carry out repairs, maintenance or We need to update the App.
- n. You are free to cancel Your access to the App at any time, regardless of Your Subscription Type. If You do this, or if You change or dispose of the device that You use to access the App, it will be Your responsibility to delete the App from the device(s) You use to access the App.
- o. In addition to the rights to suspend, restrict or stop Your Access to the App (as set out in these Terms and Conditions), We can also end Your use of the App at any time but, if We do this, We will give You reasonable advance notice if We decide to do this.

## **5. PERMISSIONS**

- a. This section of the Terms and Conditions sets out the consent and permissions You give to Us and Our Partners.
- b. By using the App, You agree to the terms outlined in Our Privacy Policy, which is incorporated into these Terms and Conditions and forms part of Our agreement with You in relation to Your use of the App. For full details and terms of the Privacy Policy, please visit <https://www.118M8.com/privacy-policy>.
- c. For 118 118 Money Credit Card customers, you hereby agree that where You have, or subsequently are approved for, a 118 118 Money Credit Card, the transactions of payments and expenditure on that card will also be shown in Your App to help You understand Your credit position.
- d. Where You choose to use Linked Accounts, Open Banking features, subscription services, or related App functionality, You also consent to Us, Our Partners, RevenueCat, relevant app marketplace providers, and applicable third-party service providers processing the minimum information necessary to authenticate Your access, manage Your subscription status, provide entitlements, administer billing-related events, maintain linked account connections, and deliver relevant In-App Notifications, prompts, and service updates, all in accordance with Our Privacy Policy.

#### **5A. OPEN BANKING AND LINKED ACCOUNTS**

- a. Where available, the App may allow You to link eligible Personal Accounts and other Linked Accounts using Open Banking or other approved third-party integrations.
- b. In order to use Open Banking features, You may be required to provide additional consents, complete authentication steps with Your account provider, and agree to the terms and privacy policies of relevant third-party providers, Partners, or regulated Open Banking service providers. Your use of any Open Banking-enabled feature may also be subject to the terms and conditions of Your bank or other financial institution.
- c. By connecting a Linked Account through Open Banking, You authorise Us, Our Partners, and applicable third-party providers acting on Our behalf to access, retrieve, receive, analyse, display, store, and process information relating to that Linked Account for the purposes of operating the App, delivering the Services, personalising features, generating insights, showing linked account status, and improving Your user experience, in each case in accordance with these Terms and Conditions and Our Privacy Policy.

d. You acknowledge and agree that:

(i) access to Linked Accounts through Open Banking depends on the continuing availability, accuracy, and performance of third-party systems and providers;

(ii) We do not control the availability or operation of any external bank, financial institution, Open Banking provider, or third-party integration;

(iii) a Linked Account connection may fail, expire, be revoked, require renewal, or become temporarily unavailable from time to time;

(iv) certain Open Banking permissions are time-limited and may require You to re-confirm or re-authenticate Your consent periodically; and

(v) We may limit, suspend, or remove access to any Linked Account or Open Banking feature at any time where reasonably necessary for security, operational, legal, regulatory, or commercial reasons.

e. You are responsible for ensuring that You are authorised to connect any Linked Account You add to the App and that any information You provide in connection with that Linked Account is accurate and lawful.

## **5B. SUBSCRIPTIONS AND BILLING**

- a. We may offer one or more paid Subscription Types or premium features on a recurring monthly subscription basis. Details of the features, fees, billing frequency, trial periods (if any), renewal terms, and eligibility criteria will be shown to You before You subscribe.
- b. Unless otherwise stated, paid subscriptions renew automatically on a monthly basis until cancelled by You or by Us in accordance with these Terms and Conditions.
- c. Subscription purchases, renewals, cancellations, billing administration and related functionality may be managed through RevenueCat and/or the relevant app marketplace provider, including the Apple App Store or Google Play Store. By purchasing a Subscription, You acknowledge that subscription billing and payment processing may be handled by those third parties and may be subject to their additional terms, conditions, and policies.

- d. You are responsible for managing Your subscription through the relevant app marketplace account or other method made available to You at the time of purchase. Deleting the App does not automatically cancel Your Subscription.
- e. If You cancel a paid Subscription, the cancellation will usually take effect at the end of the current billing period unless otherwise stated at the point of cancellation. Subject to applicable law, fees already paid are non-refundable unless stated otherwise by Us or required by the rules of the relevant app marketplace provider or applicable law.
- f. We may change subscription fees, paid features, Subscription Types, billing arrangements, or the scope of subscription benefits at any time, provided that We give You reasonable prior notice where required by applicable law or regulation. Any such changes will be made in accordance with Section 12 “Changes to These Terms and Conditions”.
- g. We reserve the right to suspend, restrict, withdraw, or terminate paid subscription access where payment fails, a charge is reversed or disputed, fraud or misuse is suspected, or where reasonably required for legal, regulatory, operational, or security reasons.

## **6. SECURITY**

- a. If you are a Free or Premium Subscription Type user, You will need to use Your Security Information in order to access Your Account via the App. Guest Subscription users are not required to provide Security Information or login details as any data is stored locally on Your device.
- b. You must keep Your Security Information secure and do all You reasonably can to make sure no-one finds out Your Security Information, and You are responsible for making sure the information either shown or stored on the mobile phone or other device You use to access the App is kept secure. You must never share Your Security Information with any third parties (including, if relevant, any additional cardholders on Your Account if You have a credit card Account with Us). We may block Your Account and/or Your use of the App to protect You and Us from unauthorised use.
- c. You must tell Us straight away if You think someone else knows Your Security Information.
- d. We will never ask You to disclose Your Security Information in full. If You do receive a request for Your full Security Information, You must not share that

information (even if the request seems genuine to You – for example, because they are using Our logo or name) as it is likely to be a fraudulent request. If You do get such a request, You should report it to Us as soon as possible via contact details found on Our [Contact Us](#) webpage.

- e. You will only be able to log into the App using Touch ID or Face ID if you have an eligible device. If You choose to use Touch ID or Face ID to log into the App, You agree that any fingerprint/biometric data stored in Your device can be used to log in and use all features of the App, including making payments. You are responsible for any use of the App by anyone whose fingerprint/biometric data is stored on Your device, including any use which breaks these Terms and Conditions or the Account terms. We will treat all requests, changes and payments made via the mobile phone or other device by anyone whose fingerprint/biometric data is registered in Your device as if You had made them.
- f. If You are a user of the Free Subscription Type, You should make sure that You log off each time You finish using the App (for Your security, We will automatically log You off if there has been no activity on the App for a period of time).

## **7. USE OF THE APP**

- a. We are granting You a non-exclusive, revocable, licence to use the App, subject to You complying with the following conditions:
  - I. You must not alter or adapt any part of the App or carry out any reverse engineering.
  - II. We own the App and all content within the App. You must not copy or reproduce the App (or any part of it) in any way.
  - III. You must not use the App on any device or operating system that We do not support.
  - IV. You must not use the App on any device that has been jail-broken, rooted or unlocked via any method that is not authorised by the device manufacturer or Your network service provider.
  - V. You must not use the App:
    - (i) in any unlawful manner;
    - (ii) for any unlawful purpose;

(iii) in any fraudulent or malicious way (including, but not limited to, hacking into or inserting malicious code into the App or the underlying operating systems used to operate or make available the App); or (iv). in any way that breaks these terms.

- VI. You must not use the App in any way which could damage, disable, overburden, impair or otherwise compromise the App or Our systems or security or interfere with other users of the App.
- VII. You acknowledge that We do not verify the accuracy of the Personal Account information or personal data You provide during Your use of the App.

## **8. INTELLECTUAL PROPERTY**

- a. All intellectual property rights in and to the App, including but not limited to the 118118, 118Money and 118M8 name, logo, trademarks, designs, text, graphics, and software, are and shall remain the exclusive property of Madison CF UK Ltd, its associated companies, affiliates or its licensors (“Our IP”). Nothing in these Terms and Conditions grant you any rights or interests in Our IP other than a limited, revocable, non-exclusive, non-transferable license to use the App in accordance with these Terms and Conditions.
- b. You retain ownership of all content, images, photographs, or other materials that you upload or provide through the App (“User Content”), except as expressly licensed to Madison CF UK Ltd below.
- c. Licences
  - I. By uploading or providing User Content through the App, you grant Madison CF UK Ltd, its associated companies, affiliates and its Partners a worldwide, royalty-free, perpetual, irrevocable, transferable, and sublicensable license to use, reproduce, display, modify, adapt, distribute, and otherwise exploit the User Content - but only in combination with Our IP as part of the image generated by the App (“Generated Image”) and solely for purposes of:
    - i. Operating, improving, and promoting the App and related services; and
    - ii. Marketing and showcasing the Generated Images (including on social media, in advertising, and in other promotional materials),

provided such use complies with applicable data protection and privacy laws.

- II. You confirm that you have obtained all necessary rights, licenses, and consents to grant this license and that your User Content does not infringe any third party's rights.
  - III. Madison CF UK Ltd grants you a limited, non-exclusive, revocable, non-transferable license to use the Generated Image for personal, non-commercial purposes only, provided that:
    - i. You do not alter, remove, or obscure Our trademarks or branding;
    - ii. You do not use the Generated Image in any way that suggests endorsement or affiliation with Us; and
    - iii. You comply with all applicable laws and these Terms and Conditions.
  - IV. Any commercial use of the Generated Image (including resale, reproduction for marketing, or other promotional purposes) requires Our prior written consent, which is entirely at Our sole discretion to refuse.
- d. You agree not to:
- I. Use the App or any Generated Image in any unlawful, misleading, or offensive manner;
  - II. Incorporate Our IP into other works or products not created via the App;
  - III. Reverse-engineer, decompile, or otherwise misuse the App or its outputs;  
or
  - IV. Attempt to claim any intellectual property rights in the Generated Image that incorporate Our IP.
- e. You are responsible for ensuring that any individual depicted in your User Content has given consent to its use in accordance with these Terms and Conditions.

## **9. DISCLAIMERS**

- a. General Disclaimers

1. The App is intended for informational and educational purposes only. It does not constitute or provide financial, investment, legal, or tax advice. You should always consult with a qualified professional before making any financial decisions.
2. The Services provided by the App are not intended to be a substitute for professional financial advice. Any decisions made based on information from the App are made at the Your own risk.
3. Transactions initiated through the App are subject to verification and approval by Your relevant financial institution and the relevant Partner. We do not process payments or hold funds.
4. We are a credit provider and do not operate as a bank. We do not offer banking services such as current accounts, savings accounts, or deposit-taking facilities. Your use of the App or Services does not establish a banking relationship, and funds are not held or managed by Us.

b. Gambling Disclaimers

1. The App and its associated Services, games and features, are intended solely for information/entertainment/educational/behavioural purposes. They do not involve or permit real-money wagering, betting, or gambling of any kind.
2. The App does not promote or facilitate gambling, and any resemblance to gambling mechanics are solely intended for information/entertainment/education/behavioural awareness.
3. By using the App, You acknowledge and agree that the App (and its Services) is not a gambling platform and should not be interpreted or used as such.

c. Third Party/ Partner Disclaimers

1. The App may integrate or link to third-party/Partner financial services or data providers. We are not responsible for the accuracy, reliability, or performance of these external services. Where You access any third-party/Partner service via the App, Your use of that service may be subject to the third party's/Partner's own terms and conditions and privacy policy, which you should read carefully before using.
2. Without prejudice to the above, Open Banking services, Linked Account connections, subscription billing services, and related entitlement or account-linking infrastructure may depend on third-party providers,

including regulated Open Banking providers, app marketplace operators, and RevenueCat. We are not responsible for any interruption, delay, inaccuracy, unavailability, or failure caused by those third-party services, except where liability cannot lawfully be excluded.

## **10. WARRANTIES**

- a. Neither We nor Our Partners provide any guarantees regarding the App, including but not limited to:
  - i. Its ability to fulfil Your specific needs or expectations;
  - ii. Continuous, timely, secure, or error-free operation;
  - iii. The accuracy or reliability of outcomes derived from using the App;
  - iv. The standard or suitability of any goods, services, data, or other content acquired through the App; or
  - v. The correction of any technological faults or errors.
- b. Any content You choose to download or access through the App is done voluntarily and at Your own risk. You are fully responsible for any harm to Your device or loss of data resulting from such actions.

## **11. LIABILITY & INDEMNITIES**

- a. The Services provided within the App are intended solely for entertainment/information/education/behavioural awareness purposes. They are not, and should not be construed as, financial advice. At no point shall any feature, content, or functionality of the App be considered a substitute for professional financial advice, nor do We provide any form of financial advisory service to You. Accordingly, We and Our Partners accept no liability for any loss, damage, or harm You may incur as a result of relying on or using the App or its Services.
- b. You agree to indemnify Us and Our Partners, from any third-party claims, liabilities, damages, costs, or expenses (including reasonable legal fees) resulting from Your use of the Services and the App, breach of these Terms and Conditions, or any infringement of intellectual property or other rights—whether committed by You or another individual using Your account.

- c. To the extent permitted by law, We shall not be liable for any loss arising from the temporary or permanent unavailability of any Linked Account connection, Open Banking feature, In-App Notification, Call to Action, subscription entitlement, or third-party billing or subscription management service, except where such loss is caused by Our negligence, fraud, or any matter for which liability cannot lawfully be excluded.

## **12. CHANGES TO THESE TERMS AND CONDITIONS**

- a. We reserve the right to update, enhance, amend, modify, withdraw or discontinue the App and/or its features at any time, including the addition of games, functionalities, or Services. Any new features introduced—whether immediately or at a later date—will be governed by these Terms and Conditions unless otherwise specified.
- b. Continued use of the App following any updates, enhancements, amendments, modifications, withdrawals or discontinuations and reasonable notice being provided to You, constitutes Your acceptance of the modified Terms and Conditions. Any withdrawal or discontinuation of paid features will only be put in place after providing You with 60 days' notice if You have paid for such to be withdrawn or discontinued paid features.
- c. Where applicable legislation or regulation require new consent or acceptance of an updated, enhanced, amended or modified App Terms and Conditions, We will provide reasonable notice and request that You either accept the revised Terms and Conditions or exercise Your right to opt out.
- d. Subject to the foregoing (a-c), We may (acting reasonably) make changes to these Terms and Conditions (including introducing, changing charges or subscription fees) for any of the following reasons:
  - I. We consider that it makes these Terms and Conditions easier to understand or fairer to You;
  - II. We consider that the change will benefit You or is not to Your disadvantage;
  - III. Because of a change to a law or regulation that applies to Us, or there is a change in the banking or financial system, technology or in the systems We use;
  - IV. To reflect changes in the functionality of the App or changes in Our existing products, services or because We have introduced new products or services which are available to You; or
  - V. Any other change that affects Us and it is fair to pass on its impact to You.

- e. Because these Terms and Conditions will continue to apply whilst We continue to make the App available to You or until either You or Us end Your use of the App in accordance with these Terms and Conditions, We may also need to make changes from time to time above which We cannot anticipate at this point in time (for example, in the future, there is a change in the cost of providing the App).
- f. If You do not want to agree to any change We make to these Terms and Conditions, You can stop using the App and end Your subscription. You can also delete the App from any devices where it has been downloaded.

### **13. GENERAL**

- a. Only You, Us and Our Partners (as third-party beneficiaries) will have any rights under these Terms and Conditions.
- b. By agreeing to these Terms and Conditions, You acknowledge and agree that any decisions made based on information presented in the App are made at Your own discretion and risk. We recommend consulting a qualified financial advisor before making any financial decisions.
- c. If You have a complaint, please [Contact Us](#) directly. We are committed to resolving any issues promptly and fairly. Should you remain dissatisfied with our response, You may have the right to escalate Your complaint to the [Financial Ombudsman Service](#) and/or the Financial Conduct Authority.
- d. These Terms and Conditions are governed by English law, unless You live in another part of the United Kingdom, in which case they will be governed by the law of the jurisdiction You reside in within the United Kingdom. The relevant courts of the United Kingdom will have exclusive control (this is sometimes referred to as jurisdiction) in relation to any disputes between You and Us (including non-contractual disputes and claims).