

End-User Terms & Conditions

This document (V1.0) is effective from 21st January 2024

The MoneyportHub End-User Terms of Service is an agreement between Knightsbridge VC Ltd (“MoneyportHub”, “we”, “us”, “our”) and a customer (“End-User”, “you”) that uses MoneyportHub's services through an application (web or mobile app). Please read these terms carefully.

This document should be read in conjunction with the following documents also posted at <https://www.moneyporthub.com/legal.html>, or as stand-alone documents:

(1) Ebury Partners UK Limited Terms and Conditions; (2) Jefferson & Bennett Holding Ltd (Moneyport/End-User Agreement - Platform Access and Data Processing Agreement).

Introduction

Set out below are the terms of service (“Terms of Service”) which apply when you (the “End-User”) use the Service (defined below) and which set out the legally binding conditions which govern our provision of the Service to you.

Your use of the Service is conditional on your acceptance of these Terms. You should read these Terms of Service carefully and make sure you understand them before agreeing to them. These Terms of Service are available for you to download. You may also request a copy of these Terms of Service from us at any time after your use of the Service by emailing us at enquiries@moneyporthub.com. The Terms of Service are only available in English.

Who we are

We are Knightsbridge VC Ltd (“MoneyportHub”), company registered in England and Wales (company number 15121451) and our address is: Knightsbridge VC Ltd (trading as MoneyportHub), 86-90 Paul Street, 3rd Floor, London, EC2A 4NE, United Kingdom (“we”, “us”, “our”).

Our services

Our services to you include the following (together, the “Service”):

- We will provide you with a software tool (the “Tool”) which you can use to transmit information relating to payment accounts (“Account Information”) that you hold with Ebury Partners UK Limited that maintains a payment account on your behalf that is accessible online (the “Provider”), according to these Terms of Service.
- To use the Tool you will need to provide the same identifying information that you use to access the relevant payment accounts when you log in yourself (the “Credentials”).

1. The Tool will allow you to use your Credentials to retrieve such Account Information as you choose to transmit to the Provider. Schedule 1 lists the information that you can elect to retrieve and transfer using the Tool.

2. We may use internet providers, web browsers or other third parties to access your Data to provide you with the Service.

The MoneyportHub Account is provided to you by Ebury Partners UK Limited, being a regulated by the Financial Conduct Authority as an Electronic Money Institution (Financial Services Register No. 900797) with company address: Third Floor, 80-100 Victoria Street, Cardinal Place, London, SW1E 5JL.

You will be required to accept Ebury Partners UK Limited's Terms and Conditions which will apply to Ebury Partners UK Limited's provision of the MoneyportHub Account to you.

Your access to the MoneyportHub Account, and the associated exchange of your personal and financial data, takes place via a secure personal and financial data access platform operated by Jefferson & Bennett Holding Ltd (trading as Moneyport) with company address: Silverstream House, 4th Floor, 45 Fitzroy Street, London, W1T 6EB.

The MoneyportHub Account Information collected from Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd is not checked for accuracy and we cannot check that the aggregated information provided to Jefferson & Bennett Holding Ltd or Ebury Partners UK Limited is accurate, although we will of course use all reasonable efforts to ensure that our aggregation of that Account Information is accurate.

The services provided by each Provider (Ebury Partners UK Limited and Jefferson & Bennett Holding Ltd) are only dealt with by the agreements that you have with each of them. As a result, we have no responsibility for the products and services provided to you by Ebury Partners UK Limited, or Jefferson & Bennett Holding Ltd, or any other third party and are not liable to you for any harm, damage or loss arising from your use of those products and services.

In particular, you should check your Ebury Partners UK Limited and Jefferson & Bennett Holding Ltd's rules on data privacy. Once your Account Information (including any personal data) is transmitted through our software to a Provider, that Provider (and not MoneyportHub) becomes responsible for it.

Additional Services

From time to time we may offer additional services through the Tool (the "Additional Services"). These Additional Services may be subject to separate terms and conditions which will be provided to you before you opt-in. Where an Additional Service includes a fee we will specify this to you and ensure that you first opt into any such additional fee. If you choose to subscribe to an additional service through the Tool, you agree to pay the relevant fees. Upon sign-up, any such subscription will promptly go into effect, and you will begin receiving access to the features and services available under the relevant service. If we are unable to collect payment of the relevant subscription fee within 5 days of the date payment was due to be collected, we reserve the right to terminate your additional services. Where the fees for an additional service are periodic rather than transactional, the fee for the first period will be prorated to your use start date and if you discontinue the service the downgrade will be treated as effective only from the beginning of the next period following your election to unsubscribe from the service. If these MoneyportHub Terms are terminated, we shall reimburse the monthly fees for Additional Services to you on a pro rata basis (unless otherwise provided for in the terms and conditions for these Additional Services). We may refuse your request to subscribe to one of our Additional Services in our sole discretion.

What happens when you use the Service

By using the Service, you:

- represent that you are allowed to use the Credentials for this purpose, without any obligation by us to pay any fees or subject to any other limitations including any agreements with third parties.
- give us your explicit consent to retrieve, merge and/or aggregate your Account Information for you using the Tool and transmit it to the relevant Providers for the purpose of providing the Service when you access the Tool through your Provider;
- agree that you will not:
 - use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our website at <https://www.moneyporthub.com> or any other MoneyportHub domain (the “Site”) or the Service or any portion of them without our express written consent, which may be withheld at our sole discretion;
 - use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service;
 - post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Site or the Service; or
 - attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service for any purpose other than those provided for by us and in conjunction with the operation of the Service.

Liability

You agree that you will be liable for any losses sustained by MoneyportHub as a result of your breach of these Terms of Service and will compensate MoneyportHub in full for any such losses.

Our ownership of the Site and the Service

We are the owner or the licensee of all intellectual property rights in the Service, the Site, the Mobile App and in the material published on the Site. All of those works are protected by copyright and other intellectual property laws and treaties around the world. All rights are reserved to the relevant owner or licensee of those works.

Disclaimer of Representations and Warranties

While we will provide the Service with reasonable care and skill, the content and all services and products associated with the Service or provided through the Site or Mobile App or the Service are provided to you on an “as-is” and “as available” basis.

Subject to the section below, under ‘What if things go wrong?’, we make no express representations or warranties of any kind:

- as to the content or operation of the Service;
- as to the accuracy, reliability or completeness of the content of the Service (except for our aggregation methods); or
- that the content that may be available through the Service is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.
- and expressly disclaim any warranties of non-infringement or fitness for a particular purpose.

What if things go wrong?

If you believe that there is an issue with your MoneyportHub Tool or MoneyportHub Account, please reach out to us via the member support function on the MoneyportHub Tool or by calling us on 020 808 972 02.

We will not be liable nor responsible for any harm, damage or loss to you arising from or relating to hacking, tampering or any unauthorised access to your Account Information, Credentials or other data outside of the Service that we provide. You warrant that you have undertaken all reasonable efforts to ensure and secure your Credentials and Account Information outside of the Service that we provide. Subject to the section below, our liability to you for any cause whatever and regardless of the form of the action, if proven, will at all times be limited.

We are not liable to you for any harm, damage or loss to you arising from the acts or omissions of any third parties, including in particular Ebury Partners UK Limited, Jefferson & Bennett Holding Ltd, and other Providers.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Service.

We are registered with the Information Commissioner’s Office (“ICO”).

Where we become aware of any personal data breaches in relation to the Service and your Credentials where such a breach is likely to result in high risk of adversely affecting your rights and freedoms we will, where feasible report such a breach to the ICO and to you within 72 hours of becoming aware of the breach.

If you suspect that somebody else has access to your Credentials and is fraudulently using them to access the Service, you must contact us immediately by email to the following address: security@moneyporthub.com.

Where your Provider (Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd) may have been a breach of the agreement between you and your Provider, then please notify your Provider copying enquiries@moneyporthub.com.

About this agreement

These Terms of Service will apply each time you use our Service.

We may at any time terminate or withhold your access to all or any part of our Service at any time, effective immediately:

- if you have breached any provision of these Terms of Service (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms of Service); or
- if we, in our sole discretion, believe we are required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful).

Changes to these Terms of Service

Each time you use our Service you will be bound by the Terms of Service in force at that time.

From time to time, we may change these Terms of Service. If we do this then we will publish those changes on our Site and you will be bound by those new terms the next time you use our Service. If you do not agree to those changes you should not use our Service. You can always ask us for the terms of service which were in force when you used the Tool.

Who Decides Disputes?

The courts of England and Wales will have exclusive jurisdiction to settle any disputes arising under or in connection with these Terms of Service.

These Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

Should you wish to raise a complaint in relation to the service with Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd, please refer to the complaints policy of Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd.

Should you wish to raise a complaint with us, please review our Complaints Policy and follow the procedure contained therein.

Entire Agreement

These Terms of Service constitute the entire agreement and understanding between the parties in respect of the Service and supersede any previous agreement between the parties relating to such matter. Each of the parties represents and undertakes that in entering these Terms of Service it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether party to these Terms of Service or not) other than as expressly set out in these Terms of Service.

If any provision or part-provision of these Terms of Service is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Service.

A waiver of any right or remedy under these Terms of Service or by law is only effective if given in writing.

A failure or delay by either party to exercise any right or remedy provided under these Terms of Service or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms of Service or by law shall prevent or restrict the further exercise of that or any other right or remedy.

All covenants, agreements, representations and warranties made in these Terms of Service shall survive your acceptance of these Terms of Service and the termination of these Terms of Service.

Schedule 1 - Account Information

Your Account Information (as defined in the Terms of Service and Customer Agreement) includes, but is not limited to, the following types of financial and personal information:

- Personal information: name, date of birth, full address(es), email address, phone number, gender;
- Payment account information:
- Account type (e.g. current, saving, debit card);
- Account name;
- IBAN/Account number/Sort code/SWIFT;
- Currency;
- Account balance information:
- Available balance (prepaid cards);
- Information on transactions:
 - Time;
 - Description;
 - Amount;
- Metadata (arbitrary data that banks associate with a transaction e.g. category); and/or

If you have any questions about your Account Information or how it is used, please see our Privacy Policy at the following link <https://www.moneyporthub.com/legal.html> or contact us by email at enquiries@moneyporthub.com.

Schedule 2 - Security

The Service uses bank grade security standards to protect your Account Information and Credentials (as defined in the Terms of Service) and ensure users' privacy. Security measures are implemented for both your Account Information and Credentials at rest and data in transport.

Data Encryption

Our database servers encrypt Account Information (etc.) using the standard AES 256bit encryption. We generate a multi-part encryption key, one for you, one for us, and one that we store on behalf of the user and in a separate network.

The encrypted information needs all of the three keys simultaneously in order to be decrypted. The encryption keys are rotated and our segments of the key are managed in a network separated from the database and application servers. All the application secrets and keys are stored in a fault-tolerant key management cluster with limited access. The master key is kept in an air-gapped, secure vault to ensure a maximum level of security.

Transmission Security

All data served over our REST API uses HTTPS. We regularly audit our security setup to ensure that the certificates we serve are up to date. We force HTTPS for all connections to our API server to ensure that the information is always encrypted during the transport from our server to the Provider (as defined in the Terms of Service) application. It is important that you use the same methods to ensure that the information is encrypted all the way to the end user.

Logging

We log all the API calls and track the interactions with MoneyportHub API for later review.

Inconsistency between any of the provisions

If there is any inconsistency between any of the provisions of:

- MoneyportHub End-User Terms & Conditions Service
- Ebury Partners UK Limited Terms and Conditions
- Jefferson & Bennett Holding Ltd/Moneyport End-User Agreement Platform Access and Data Processing Agreement

relating to Terms of Service, then, any inconsistency relating to the provision of Payment Services:

the Ebury Partners UK Limited Terms and Conditions - shall prevail in preference to the Platform Access and Data Processing Agreement and the Solution Agreement and the Jefferson & Bennett Holding Ltd (Moneyport/ End-User Agreement shall prevail in preference to the MoneyportHub End-User Terms & Conditions Service; and in relation to any other matter:

the Jefferson & Bennett Holding Ltd (Moneyport/ End-User Agreement) shall prevail in preference to the Ebury Partners UK Limited Terms and Conditions - and the MoneyportHub End-User Terms & Conditions Service and the Jefferson & Bennett Holding Ltd (Moneyport/ End-User Agreement) shall prevail in preference to the MoneyportHub End-User Terms & Conditions Service.

MoneyportHub's Intellectual Property Rights

As part of the Services provided under these MoneyportHub Terms, we grant you a non-exclusive, non-transferable right, without the right to grant sublicenses, to use the Tool during the term of these MoneyportHub Terms solely for your personal usage.

The Tool and the MoneyportHub websites and all intellectual property rights contained therein, including but not limited to any content, are owned or licenced by us. Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). MoneyportHub intellectual property includes all logos related to the Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of MoneyportHub. You may not copy, imitate or use MoneyportHub's intellectual property rights without prior written consent.

We reserve all of our rights in any intellectual property in connection with these MoneyportHub Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

Nothing in these MoneyportHub Terms grants you any legal rights in the MoneyportHub Tool and/or the MoneyportHub websites, other than as set out in these MoneyportHub Terms. You agree not to adjust or try to circumvent or delete any notices contained on the MoneyportHub Tool (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the MoneyportHub Tool.

Any feedback, comments, and suggestions you may provide for improvements to the MoneyportHub Tool or Services ("Feedback") is given entirely voluntarily and MoneyportHub will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. Feedback includes, without limitation, feedback you provide to MoneyportHub in response to any surveys MoneyportHub conducts, through any available technology, about your experience.

Your Obligations

You are obliged to follow instructions that MoneyportHub provides to you with respect to the MoneyportHub Services, whether such instructions are provided via the MoneyportHub Tool, email, or otherwise.

You must obtain, maintain and keep secure any equipment and ancillary services necessary to connect to, access, or otherwise utilise the MoneyportHub Tool, including but not limited to internet access, networking equipment, hardware, software, and operating systems.

You are responsible for promptly providing MoneyportHub with the information required for MoneyportHub to perform the MoneyportHub Services, including photographic identification, documentation and information as MoneyportHub may reasonably request to comply with regulatory obligations. You represent and warrant to MoneyportHub that for any information that you share with MoneyportHub, you will have the authority to share such information.

You are responsible for reviewing any communications, statements, information, documents or other such materials posted to the MoneyportHub Tool by MoneyportHub (or otherwise made available to you by MoneyportHub) for your review, and you must notify MoneyportHub of any inaccuracies in any such materials as soon as possible, or within the time period specified in communications received from MoneyportHub.

Privacy Policy and Data

We take your privacy seriously and we use your personal data in line with our Privacy Policy. You agree to us processing your personal data in accordance with the Privacy Policy and these Terms of Service for the purpose of providing the Service to you. If you are not comfortable with how we handle your personal data as explained in the Privacy Policy, you should not use our Service.

You consent that all data shared by you with MoneyportHub, may be shared with Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd in connection with the provision of Services to you. If you no longer want us to use your information, we will stop providing the Services but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

Third-Party Services, Websites and Resources

Through the MoneyportHub Tool, you will be able to elect to receive services from third parties introduced by MoneyportHub (a “Third Party” and each such service a “Third-Party Service”). MoneyportHub makes no representation or recommendation as to and accepts no responsibility for Third-Party Services or any material, information, or results made available through Third-Party Services and it shall be your responsibility to assess your election to receive a Third-Party Service, including acceptance of their terms and conditions if required. If you elect to receive a Third-Party Service, you authorise MoneyportHub to submit to the applicable Third Party any and all documents and information about you and your business that are necessary for that Third Party to provide the Third-Party Service to you, including, without limitation, your bank account information and any additional information requested by the Third Party and that you have provided to MoneyportHub in connection with these MoneyportHub Terms and your receipt of the Services. You represent and warrant that MoneyportHub's use or disclosure of such information will not violate any rights of privacy or other proprietary rights or any applicable legislation and that you have waived and released any legal claim against MoneyportHub and its directors, officers, and employees arising out of a Third Party's use of your information, even if that use is not authorised by the applicable agreement between you and the Third Party.

The MoneyportHub Tool and the Services may contain links to third-party websites or resources. MoneyportHub provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. You acknowledge your sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

Keeping Your Login Information Safe

You must cause your users to take all reasonable steps to keep the personalised security credentials for accessing the MoneyportHub Account, as applicable, safe and confidential to the user in question.

You must notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised access to or use of your personalised security credentials by freezing your MoneyportHub Account using the functionality on the MoneyportHub Tool or by contacting us using the member support function on the MoneyportHub Tool or by calling us on 020 808 972 02.

Suspension of Services

We may suspend your use of the MoneyportHub Tool if, for example:

- we reasonably suspect fraud, crime or unauthorised use;
- we reasonably believe this is necessary to protect your accounts;
- we reasonably think that you might put us in breach of law or regulation;
- the transactions are connected to a country on our restricted list; or
- you've broken any part of any of the Terms in a serious way.

Unless we're prevented by a legal, regulatory or security reason, we'll normally tell you before or immediately after stopping or suspending payments and, if possible, explain why this has happened.

General Liability

To the extent permitted by applicable law, MoneyportHub is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- (a) persons acting under your authorisation in accordance with these MoneyportHub Terms and the limitations imposed upon them on the MoneyportHub Tool;
- (b) your use of third party services, not associated with MoneyportHub;
- (c) your inability to use the services for whatever reason;
- (d) delays or disruptions in the services;
- (e) viruses or other malicious software obtained by accessing the MoneyportHub websites or any associated site or service;
- (f) glitches, bugs, errors, or inaccuracies of any kind in the services;
- (g) the content, actions, or inactions of third parties;
- (h) a suspension or other action taken with respect to your MoneyportHub Account;
- (i) your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these MoneyportHub Terms or MoneyportHub's policies; and
- (j) illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

You agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold MoneyportHub, our third-party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, the MoneyportHub’s or agents’ breach of these MoneyportHub Terms, breach of any law and/or use of the Services. Nothing in these MoneyportHub Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

MoneyportHub is not a party to any underlying obligations as may exist between a payer and a payee to a payment transaction executed using your MoneyportHub Account and accepts no responsibility for the performance of any such underlying obligations or the products and/or services that payment transactions relate to.

To the extent permitted by applicable law, MoneyportHub is not liable for a delay or failure to perform our obligations under these MoneyportHub Terms (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any event which is beyond our reasonable control including without limit any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or system, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances.

No warranty

The Services are provided on an “as is”, “as available” basis and without any representation or warranty, whether express, implied or statutory. Neither MoneyportHub nor any of the officers, directors, agents, joint venturers, employees and suppliers of MoneyportHub, make any representation or warranty of any kind whatsoever for the Services or the content, materials, information and functions made accessible by the Services used on or accessed through the Services, or for any breach of security associated with the transmission of sensitive information through the Services.

MoneyportHub does not warrant that the Services will be uninterrupted or error free. MoneyportHub shall not be responsible for any Service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of MoneyportHub transactions or the Services.

Notices

You agree and consent to electronic receipt of all notices and communications that we provide. We will normally provide notices and communication to you by sending a message through the MoneyportHub Tool. We may also communicate with you via post to the addresses, via email to the email addresses, via SMS and phone call to the mobile phone numbers and via phone call to the landline numbers provided to MoneyportHub, as the same are updated from time to time.

Notice provided by you will only be valid if it is sent to us either by a message through the MoneyportHub Tool, by email to enquiries@moneyporthub.com or other person who is dealing with said matter at MoneyportHub, if available, or via post to our address. If applicable, your notice will be deemed received on the same working day it is received if before 17:00 London time or if not, the next working day.

Helpdesk

The MoneyportHub Helpdesk is your first point of contact.

The Customer helpdesk will manage the resolution of customer issues and queries as quickly and efficiently as possible, taking ownership of any query, all the way through to resolution - bridging the communication gap between customers and internal teams. The helpdesk will also monitor the progress of any customer issues until they are resolved and closed.

Contact us via Helpdesk at: enquiries@moneyporthub.com

Changes to the Terms

We'll give you at least two (2) months' notice of any changes to the Terms. This will normally be provided through the MoneyportHub Tool, although in some cases other methods such as e-mail might be used. The date when the change will take effect will be included in the notice.

In some cases, you won't be notified in advance of a change being made, for example:

- if we reasonably think that the change benefits you;
- if we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice; or
- if there are minor changes to the MoneyportHub Tool, the MoneyportHub Account or the way they operate that do not affect the quality of the service, the account functions or your rights under the Terms.

Unless you've told us otherwise before the change takes place, we'll assume that you've accepted it.

If you do notify us that you do not accept the changes, your notification will be deemed to be a notice that you wish to terminate the relevant terms on the date upon which the changes are due to take effect. Please note that termination of the MoneyportHub Terms shall lead to the termination of the MoneyportHub Account Terms. If you terminate the MoneyportHub Account Terms, MoneyportHub, in its sole discretion, may decide to terminate the MoneyportHub Terms.

Termination

You may terminate the Services and the Terms by contacting our member services.

We may terminate any of the Terms by giving you at least two (2) months' prior written notice. MoneyportHub provision of notice to terminate the MoneyportHub Terms shall additionally constitute a notice of termination of the MoneyportHub Account Terms such termination to be effective on the same date as the termination of these Terms.

We may on immediate notice terminate these MoneyportHub Terms where we have reason to believe that any of the following happen:

- you have been suspended for a period of 90 days and you have failed to remediate the cause for suspension;
- you seriously or repeatedly broke these MoneyportHub Terms;
- we reasonably think that you might put us in breach of law or regulation;
- we discover that any of the information you've provided is false or misleading;
- you stop meeting our eligibility criteria;
- you have infringed on MoneyportHub's or any third party's intellectual property;

The termination of any of the Services or these MoneyportHub Terms will not affect your or our accrued rights arising under these MoneyportHub Terms.

Complaints

If you would like to log a complaint with us, please email us at complaints@moneyporthub.com. Our complaints procedure sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting us.

Please note that complaints relating to a MoneyportHub Account will be handled by MoneyportHub on Provider's behalf or will be made against Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd and subject to the Ebury Partners UK Limited or Jefferson & Bennett Holding Ltd Terms, although MoneyportHub may be handling the complaint on Ebury Partners UK Limited's or Jefferson & Bennett Holding Ltd's behalf.

Miscellaneous

These MoneyportHub Terms shall be governed by the laws of England & Wales and any claim or dispute under these MoneyportHub Terms shall be subject to the non-exclusive jurisdiction of the courts of England & Wales.

If we fail to enforce any of our rights under these MoneyportHub Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

You may not transfer or assign or sell any rights or obligations you have under these MoneyportHub Terms or otherwise grant any third party a legal or equitable interest over your MoneyportHub Account without MoneyportHub's prior written consent. MoneyportHub reserves the right to transfer or assign these Terms or any right or obligation under these MoneyportHub Terms at any time.

Unless stated otherwise in these MoneyportHub Terms, if any provision of these MoneyportHub Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

We do not provide advice. We contract on an execution only basis. Any information such as calculations and forecasts, provided to you via the MoneyportHub Tool or the MoneyportHub websites, is meant for informational purposes only and should not be interpreted as professional advice about the merits of a proposed MoneyportHub transaction or upon any other matter. All calculations, forecasts and other information should be independently checked and verified. Foreign currency exchange rates are subject to fluctuations outside our control.

Fee Appendix: Information about fees and charges

In this Fee Appendix you can see a description of the fees and charges that we may charge in relation to our Services. This Fee Appendix forms part of the MoneyportHub End-User Terms & Conditions.

In some instances, we may use a fee structure which differs to the fees and charges described below which will be agreed on a case by case basis. This includes, without limitation, bulk payment services, bespoke solutions, or services which require a special framework or implementation, among others.

Miscellaneous

Description	Our fees and charges
Becoming a MoneyportHub customer (account application fee*)	Free
Holding balances in multiple currencies	Free
FX trading volume above £85,000 per month	Free
FX trading volume less than £85,000 per month	A monthly fee of £98 will be charged to accounts with an FX trading volume of less than £85,000 per month.
Statements	Free
Access our Online System	Free
Receive payments	Free
Make payments	<p>We normally charge a fee in relation to the Transfers you make. This fee may vary based on currency, charging option, destination country and payment route, among other factors. When you create or add a Transfer through our Online System, you will see the applicable payment fee before confirming the Transfer. You can also ask your MoneyportHub Representative for information on applicable payment fees at any time.</p> <p>In addition, payment fees are stated in the relevant confirmations or receipts.</p>
Make withdrawals from your account	Charged as a payment you make (see above).
Trades	<p>We may charge a fee for processing a Trade (“Trade Fee”). When you create a Trade through our Online System, you will see the applicable Trade Fee before confirming the Trade. You can also ask your MoneyportHub Representative for information on applicable Trade Fees at any time. In addition, Trade Fees will be stated in Transaction Receipts.</p>
Overdue amounts or Payments	We may charge interest on any sum due to us in accordance with the MoneyportHub End-User Terms & Conditions.

* The account application fee is non-refundable and covers administrative costs as per UK law. The application is subject to identity, Anti-Money Laundering (AML), and background checks in compliance with UK regulations.