



# Terms and Conditions

## Real Technologies Limited (RT)

The Terms below are effective from 25th November 2020

These terms (“Terms”) cover your use of RT’s products, services, websites and apps (“Services”). You accept these Terms by signing up for, using the Services and/or continuing to use the Services after a change to the Terms.

By using our Services or agreeing to these Terms, you agree to our collection and use of your data as described in the **RT Privacy Policy**.

To help you understand our Terms and RT Privacy Policy, we’ve broken them up into sections so they’re easy to read and reference. We encourage you to read, print and save a copy of these documents for your records.

### 1. Who we are

We’re Real Technologies Limited, a company registered in England and Wales at Companies House with company number 12342406. Our registered office is at 115 New Bridge Street, Newcastle Upon Tyne, England, NE1 8ST, United Kingdom.

### 2. Using our Services

Services - Details of each Service are provided to you before you sign up and can be found within your RT app account.

Your information - You’re responsible for ensuring the information you provide when using our Services is true, accurate and kept up to date.

Service Notifications - All our notifications to you, communications with you and the language of these Terms will be in English. We’ll send you notifications about our Services and any information the law requires us to provide to the email address associated with your account. For some of our Services, if you’ve provided us with your phone number we may send these service notifications to you by text message.

Acceptable conduct – By agreeing to these Terms, you agree:

1. to use our Services for your personal, non-commercial and lawful purposes;



2. that you won't engage in any activity that is harmful or infringes our rights or the rights of others;
3. that you will treat our staff with respect.

Your rights to cancel – You can stop using our Services at any time and your rights to cancel the Services are provided to you before you sign up and can be found in your RT app account. If you cancel a paid for subscription service your access to that service will end at the end of the relevant paid for billing period.

Our rights to cancel or suspend – We may stop providing you with the Services, cancel your RT app account and/or suspend your access to the Services or your RT app if you don't comply with your responsibilities in these Terms or the RT Terms or if your entitlement to receive the Services comes to an end.

Fraud - If we suspect that you provide false data or we detect fraudulent activity, we'll record it and we reserve the right to pass it to the police or other fraud prevention agencies.

Services where you provide RT with access to your bank account - If we provide you with RT app access credentials for you to use a Service that allows RT app to access your bank account, you're responsible for keeping those RT app access credentials confidential, and you must take all reasonable steps to keep them safe. They should not be shared, stored or written down by you in a way which someone else might understand. If you think that someone else does know, may have access to, or may have used your RT app access credentials you should **contact us** and let us know.

If your Service allows RT to access your bank account, and we suspect fraudulent use of or are aware of any security threats to your RT app access credentials, then we will contact you by email to let you know, unless we believe your email has been compromised in which case we will contact your bank or building society. Your bank or building society will be responsible for contacting you in relation to any fraudulent use of or security threats to your bank log-in details.

### **3. Our payment terms**

Payment - We provide several Services, some of which are free and some of which are paid for. Our paid for Services may be charged for in advance, at the time of purchase, after expiry of a trial period or on a recurring basis. The price and payment terms for any Service is provided to you before you sign up and can be found in your RT app account and includes all taxes. If you purchase a Service, these payment terms apply to your purchase.



Payment method – To pay for a Service, you will be asked to provide a payment method at the time you sign up for the Service. By providing us with a payment method you represent that you are permitted to use that payment method and that the payment information is correct. You also agree that we can charge you for the Services using your payment method and for any other paid for Service that you choose to sign up for while these Terms are in force.

Your payment method – You can access and update your payment method and payment information from within your account. You agree to keep the account information up to date so that we can provide you with and contact you about the Services you have chosen to purchase.

Recurring payments– when you purchase our Services on a subscription basis (e.g.: a monthly service) we will notify you in advance of any increase to the price of that Service and you will have an opportunity to cancel the Service before the price changes.

Authorisation for recurring payments - when you purchase our Services on a subscription basis (e.g.: a monthly service) you're giving us a continuing authority to take the subscription payments from the payment method you have chosen at the recurring intervals you have agreed to until either you or we end that Service.

Non-payment – After we have given you notice that we did not receive a payment that is due from you, we may suspend or cancel the Service to which that overdue payment relates, if you do not pay the overdue amount promptly.

Trials – If you sign up to a paid for Service on a trial period, you may need to cancel it by the end of the trial period to avoid incurring any further charges. If you sign up for a subscription service and you do not cancel it by the end of the trial period, your access to the subscription service may continue and where so, you may be charged at the end of the trial period.

Redemption Codes – If you sign up to a paid for Service and you have a redemption code that entitles you to receive a Service at a reduced price or for free, you must provide the redemption code when you sign up to the Service. Redemption codes cannot be exchanged for cash or redeemed against the price of other services.

Refunds – New Customers: You are entitled to a cancellation period of 14 days following the date that your subscription for a Service is activated (“Cooling Off Period”). By signing up for a Service, you are requesting that we provide the Service to you within your Cooling Off Period. If you cancel a paid for Service during the Cooling Off Period you may be entitled to receive a refund in accordance with the refund information that was provided to you before your signed up and can be found in your RT app account.

Modifying your subscription or re-subscribing within 30 days: If either:



you change from your current paid for subscription to a new paid for subscription, or

you are a returning customer who has had a paid for subscription in the last 30 days,

then you will not have a Cooling Off Period and will not be entitled to a cancellation refund, unless your new service has features that have not previously been available or provided to you as part of a previous subscription. This does not affect your right to cancel at any time, as explained above in the section 'Your rights to cancel'.

If you are returning to a subscription after more than 30 days, you will be classed as a new customer (please see the section above entitled 'New customers').

#### **4. Our obligations to you**

PLEASE READ THESE PROVISIONS - THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU WHEN USING THE SERVICES.

Providing the Services - We will provide the Services to you with reasonable skill and care and we will obtain and provide the information we make available to you through the Services with reasonable skill and care. We do not guarantee the information we receive from third parties (including the details you provide) is accurate, complete or up to date.

Our responsibility for loss or damage suffered by you – If we fail to comply with these Terms or we do not use reasonable care and skill when providing the Services to you, we are responsible for foreseeable losses or damages that you incur. Loss or damage is foreseeable if, it would have been expected by you or us, at the time the contract was made.

We are not responsible for loss or damage suffered by you as result of -

1. circumstances beyond our reasonable control; (for example, industrial action taken by third parties or network or system failure of one of our data providers) but only where we have taken reasonable steps to prevent or minimise any impact on the Services;
2. any business losses that you incur, (we supply our Services for domestic use only);
3. false, inaccurate or incomplete information provided by you; or
4. any information provided to you by a third party or any issues arising out of your access or purchase of any separate third party product or service, including whether they are suitable for you (unless we have specifically told you we are providing you with advice to take out the third party product or service, or advised you to take a particular course of action, which was not suitable and as a result you suffer loss).
5. you consciously or recklessly failing to keep your RT app access credentials safe, or if you have provided RT app access credentials to anyone else, or if you have



acted fraudulently. This applies where we give you RT app access credentials for a Service that accesses your bank account.

We do not exclude or limit our liability to you where it would be unlawful to do so – This includes liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, and any liability under the Financial Services and Markets Act 2000 or the Payment Services Regulations 2017 or for breach of your legal rights in the provision of our Services. You can ask us to repeat and fix a service, or get some money back if we can't fix it, in the event our services are not carried out with reasonable care and skill. This is a summary of your legal rights, there may be others available to you. If you need more information about these rights, you can contact your local Citizens Advice Bureau.

Disputes - English law applies to these Terms. If any disputes do arise between us regarding these Terms and you want to take us to court, you must do it in an English court, or if you live in Scotland, Wales or Northern Ireland you can do it in that respective country.

You have a right to request a copy of these Terms. They are available for you to download within the 'my account' section of the Services after log-in.

## **5. Updates to the Services or these Terms**

Our contact with you for the Service does not have a fixed time period. In future we may need to make changes to these Terms. The reasons we need to make changes are:

### Minor Changes

To make administrative changes or general improvements. For example, to change our contract information, how we handle complaints, to update ombudsman information, to make our Terms easier to read or to correct typographical errors.

To comply with legal requirements. For example, new law may oblige us to include specific information in our contract with you.

To improve the security processes or procedures of the Service.

### Service changes



The Service relies on us checking data which is provided to us by third parties. These third parties may change the data they provide, stop providing it altogether or change their contract with us to oblige us to include information in our contract with you.

If we make technical improvements to the services. For example, we may enhance the registration processes.

We may wish to improve how we make the Service available to you. For example, we may launch a new App on the App store may oblige us to include information in our contract with you.

If we make any changes to these Terms, we will tell you what has changed, and we will notify you of those changes to these Terms through reasonable means, which may include an email or through the website from which Services are delivered. If we make any Service change, we will give you no less than 30 days' advance notice. You can cancel the Service before or after a change is effective if you are unhappy with the change (see section 'Your rights to cancel' above).



## YTS AIS / PIS TERMS AND CONDITIONS

**THESE YTS TERMS ARE APPLICABLE TO THE ACCOUNT INFORMATION SERVICES AND PAYMENT INITIATION SERVICES THAT ARE MADE AVAILABLE AS PART OF 'RT APP' PROVIDED BY REAL TECHNOLOGIES YOU HAVE DOWNLOADED THESE SERVICES ARE MADE AVAILABLE TO YOU BY YOLT TECHNOLOGY SERVICES LIMITED**

1. **YTS TERMS**
  - 1.1 By installing the 'RT APP' and using our services, you agree to be bound by:
    - 1.1.1 these terms of use ("**YTS Terms**"); and
    - 1.1.2 the YTS AIS/PIS Privacy Policy.
  - 1.2 Please review these documents carefully before you accept them. If you do not agree to these YTS Terms you are not permitted to use the YTS Services.
  - 1.3 You can only use YTS Services if you are 18 years or older. By using the YTS Services, you confirm that you are 18 years or older.
  - 1.4 These YTS Terms will apply to the relationship between YTS and you in respect of the period from when you first download the 'RT APP', until you delete it and cease to be registered for the YTS Services.
  - 1.5 You should also be aware of any separate terms and conditions relating to your use of the 'RT APP'
2. **THE YTS SERVICES 'RT APP'**
  - 2.1 The 'RT APP' means the software application and services available through it called '**RT APP**' provided by **REAL Technologies Limited ("App Provider")** to offer personal financial management tools, payment initiation services and connecting and purchasing products on the Yolt Marketplace.
  - 2.2 The "**YTS Services**" means the services delivered by Yolt Technology Services Limited ("**YTS**"):
    - 2.2.1 to offer account information services, personal financial management tools and payment initiation services and connecting; and
    - 2.2.2 as may be distributed and made available through the 'RT APP'.
  - 2.3 YTS may update the YTS Services to add and improve its functions. Depending on the update, you may need to download the latest version of the '**RT APP**' and accept any new or additional terms.



- 2.4 If you have any issues with the YTS Services please contact YTS at [yts@yolt.com](mailto:yts@yolt.com) and YTS will do our best to help you.
- 2.5 The YTS Services are provided for convenience. You acknowledge that the provision of the YTS Services is dependent upon other people (third parties). We try to ensure that the YTS Services are available to you at all times, though YTS can't promise that it will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the YTS Services or 'RT APP'). These events are sometimes outside of our control.

### 3. IDENTIFICATION AND VERIFICATION

- 3.1 You agree to cooperate with all requests made by YTS to identify you and verify your identity and YTS may make this conditional for granting you access, or continued access, to the YTS Services or parts of the functionality of the 'RT APP' where the YTS Services are made available. This verification may include asking you for information so YTS can identify you, including requiring you to take a photo of your identification documents or a selfie. YTS may verify your information against third party databases or through other sources. See the YTS AIS / PIS Privacy Policy for more information.
- 3.2 You must ensure the information you provide to YTS is always accurate and up to date. If at any time YTS believes that your information is outdated or inaccurate, YTS may require you to update this information and YTS may require you to complete the identification and verification process again.

### 4. YTS SERVICES

- 4.1 The YTS Services include the following major functions:
  - 4.1.1 **Account Overview:** This lets you combine your personal financial information from UK-based credit cards, current accounts and savings accounts (and, in limited cases, other forms of accounts) from banks and other financial institutions ("**Accounts**") in one clear view. To do this, YTS requests Account Information from your Providers, and you explicitly consent to this – find out more in section 5.
  - 4.1.2 **Initiating payments from your Accounts:** YTS offers the ability, on some Accounts, to allow you to send an instruction to your Provider to send money from your Account – find out more in section 5.
- 4.2 You may not be able to access all of your Accounts through the YTS Services – details of those that can be accessed are shown within the 'RT APP'. If the YTS Service does not support a particular Account or financial institution, you can contact the App Provider to ask if it can be added.
- 4.3 YTS may use third party suppliers to support YTS in providing the YTS Services. YTS takes reasonable care in selecting our suppliers so as to protect your security.

### 5. YOUR ACCOUNT INFORMATION AND INITIATING PAYMENTS

#### YTS will act on your behalf

- 5.1 To make use of the YTS Services you can load up financial information from your Accounts ("**Account Information**"). This is done by instructing YTS (through the 'RT APP') to retrieve Account Information held online by the banks and other financial institutions with which you have a customer relationship (your "**Providers**"). By doing so, you authorise YTS to contact your Providers, on your behalf, to retrieve Account Information requested by you. You explicitly consent to YTS having the right to act in your name to contact the Providers, and to retrieve and (in line with our Privacy Policy) use the Account Information, in respect of the Accounts that you add into the 'RT APP'. More information on how this works is below.
  - 5.2 We will access the Account Information from each of your Providers in one of two ways:
    - 5.2.1 *Through a dedicated interface made available to YTS by your Provider:* This allows YTS to make requests to your Provider to send items of Account Information to YTS. Your Provider will then send this information to YTS, unless you have told them not to.
    - 5.2.2 *Through your Provider's Access Point Interfaces ("**API**") or website:* Using this approach, our automated tools will access the API of your Provider (in the same way that you can do online) and then retrieve information from each Account that you have setup so that YTS can present it to you through the 'RT APP'.
- The information that YTS requests through each of these options is described in more detail when you follow the process to add an Account in the 'RT APP'.
- 5.3 When YTS accesses and retrieves Account Information from your Provider, YTS acts on **your** behalf (in legal words, YTS acts as your "agent"), with your explicit consent, and not on behalf of any Provider. Our suppliers are also entitled to rely on this.
  - 5.4 To keep the YTS Services up to date, YTS will use automatic tools to access the Account Information:
    - 5.4.1 on a regular basis (usually, once every day; each time you log in to the 'RT APP'; and,
    - 5.4.2 if you manually request a refresh of the YTS Services.
  - 5.5 Your explicit consent to YTS to access specific Accounts or Providers may be subject to time limits (e.g. 90 days) – once YTS reaches these time limits you will need to provide a confirmation of your explicit consent through the 'RT APP' if you wish YTS to be able to continue accessing and retrieving Account Information from your relevant Provider(s).



### **Initiating Payments from your Accounts**

- 5.6 When you initiate a payment through the YTS Services by entering the required details into the 'RT APP' you explicitly consent and authorise YTS to relay the instruction for that payment to your Provider.
- 5.7 To initiate payments, you'll need to provide the details needed to instruct the Provider to handle your request. It is your responsibility to check all details are accurate as YTS cannot validate or check these details.
- 5.8 Once submitted, YTS will relay your instruction to your relevant Provider almost immediately in most cases. Because of the speed of this process, you cannot change or cancel your instruction through the YTS Services or 'RT APP'. If you wish to change or cancel your instruction then you will need to contact your Provider to see if they can help you.
- 5.9 When YTS relays each instruction, **YTS acts on your behalf** (in legal words, YTS acts as your "agent"), with your explicit consent, and not on behalf of any Provider.
- 5.10 Your Provider is responsible to you for executing all payment instructions for your Accounts. YTS can't control your Provider's acceptance or execution time of each instruction, and YTS doesn't handle your money. YTS is responsible under the law for accurately relaying to your Providers instructions submitted to them through YTS.
- 5.11 YTS may not be able to initiate payments from all Accounts, and there may be value or transaction type limits on the payments that can be initiated. There may also be cases where YTS needs to review or delay relaying an instruction for system or compliance reasons. YTS will usually inform you when this happens if YTS is permitted to do so by law.
- 5.12 YTS does not charge you for initiating any payment through the YTS Services. The App Provider or your Providers may charge you for some payments in line with your agreements with them – you remain responsible for these charges.
- 5.13 If you are initiating payments related to a purchase then the relationship for that purchase remains between you and the relevant supplier – YTS is in no way be responsible for that purchase or any terms set by that supplier.
- 5.14 If you think that a payment initiated through the YTS Services may have been incorrect, unauthorised, or not properly executed (perhaps due to delay or other error), then you need to:
- 5.14.1 contact your App Provider;
  - 5.14.2 contact YTS (using yts@yolt.com) so that YTS can investigate; and
  - 5.14.3 contact your relevant Provider so that it can investigate and correct any error for you. If a refund needs to be applied to your Account then your Provider will manage this for you – the law says that YTS is not able to do this.

Please do this as soon as you become aware of this (and no later than 13 months after the debit date for the payment as you can lose your right to have it corrected by your Provider after that time).

### **Warnings and things for you to check**

- 5.15 The Providers are wholly responsible for the Accounts you hold with them. This applies even when any instructions or information regarding those Accounts are viewed or transmitted via the YTS Services.
- 5.16 Your use of the YTS Service is entirely voluntary. Many Providers of Accounts are required by law to allow YTS to access Account Information for use in the YTS Service and 'RT APP', or to relay payment instructions, once you have explicitly consented to YTS doing so. Some may, however, impose restrictions (such as under the terms that you have agreed with them). It is your responsibility to check if your Provider stops you from using the YTS Services or 'RT APP' (for example, by prohibiting you from downloading your Account Information). We have no control over your right or ability to view your Account Information or transact on your Accounts.
- 5.17 On an ongoing basis, including each time you use the YTS Services, you confirm to YTS that:
- 5.17.1 you are legally authorised for each Account in respect of which you use the YTS Services (whether or not you are the Account holder) and any joint Account holder has explicitly consented to your use of the YTS Services. You may not use the YTS Services in respect of any Account you are not authorised to use; and
  - 5.17.2 you have the right to use the YTS Services in respect of each relevant Provider's sites (where relevant), and Account Information.
- 5.18 YTS does not check Account Information or payment instructions for accuracy, legality or otherwise. YTS is not responsible for the Account Information, the way that your Accounts operate (including the execution of payment instructions), or products and services offered by others.
- 5.19 You acknowledge there may be issues with accessing Account Information and this being accurate or up to date. For example, when displayed through the YTS Services 'RT APP', Account Information is only updated as recently as is shown in the relevant page of the 'RT APP'. You may be able to request a refresh through the 'RT APP' if it appears to be out of date.
- 5.20 By uploading or submitting any information, content or materials to the YTS Services and 'RT APP', you allow YTS (and our suppliers) a worldwide right to use it to provide the YTS Services.

## **6. PROPRIETARY RIGHTS AND LICENCE**

- 6.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the YTS Services (including its appearance and branding), together with the underlying software code, are owned by YTS or its licensors. We may also use open source software code in the YTS Services for which separate legal terms and conditions may apply.



- 6.2 YTS grants you a revocable right to use the YTS Services for your personal (non-commercial) use in accordance with these YTS Terms.
- 6.3 You will not, nor allow third parties on your behalf to, (i) make and distribute copies of the YTS Services; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the YTS Services; (iii) create derivative works of the YTS Services; (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the YTS Services; or (v) make alterations to, or modifications of, the YTS Services, or permit the YTS Services to be combined with, or become incorporated in, any other programs.
- 6.4 You will comply with all technology control or export laws and regulations that apply to the technology used or supported by the YTS Services.

## 7. ACCEPTABLE USE RESTRICTIONS

### 7.1 You must not:

- 7.1.1 use the YTS Services in any unlawful way or in breach of these YTS Terms, or act fraudulently or maliciously (for example, by accessing other people's Accounts through the YTS Services);
- 7.1.2 allow any other person to use the YTS Services made available to you;
- 7.1.3 infringe intellectual property rights in relation to the YTS Services, or your use of it;
- 7.1.4 use the YTS Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other persons (for example, YTS expect fair levels of use and would not expect you to make a large number of manual requests for Account Information to be updated); or
- 7.1.5 attempt to alter or decipher any transmissions to or from the servers running any service (for example, by trying to break the encryption protecting those transmissions).

## 8. DATA PROTECTION

- 8.1 Any personal information you supply to YTS (and which YTS collect from you or other sources) will be used by YTS and held securely by YTS in accordance with our YTS PSU Privacy Policy ([www.yts.volt.com/privacy](http://www.yts.volt.com/privacy)).
- 8.2 By using the YTS Services you explicitly consent to YTS collecting and using technical information about your usage and device to improve our products and to provide any services to you.

## 9. SUSPENDING AND STOPPING YOUR USE AND ENDING THIS CONTRACT By YTS

- 9.1 YTS may suspend or end your use of the YTS Services (or part of it, such as payment at any time. YTS will usually inform you when this is happening but YTS can't always do so. YTS might take this action:
  - 9.1.1 if you breach these YTS Terms, for the reasons outlined below in this section;
  - 9.1.2 in the event YTS is unable to identify you or authenticate your identity or validate your funding sources;
  - 9.1.3 if we are requested to do so by your App Provider; or
  - 9.1.4 in other circumstances where YTS believe that there is a valid reason (such as for risk or fraud management), or at your request.
- 9.2 YTS has no obligation to resume provision of the YTS Services to you, or to re-activate your use, if suspended or closed. If YTS permanently ends your use of the YTS Services, then: (a) the rights granted to you in these YTS Terms end and (b) you must stop use of the YTS Services.
- 9.3 If YTS suspects that that the YTS Services' security has been breached, or YTS suspects unauthorised or fraudulent use of the YTS Services, then YTS may suspend its use. If YTS does this, then YTS will (if the law permits) try to contact you (directly or through your App Provider) to let you know.
- 9.4 YTS may also need to limit, block or stop your usage if YTS is required to do so by law.
- 9.5 YTS may otherwise decide to stop providing you with the YTS Services and end this contract at any time by giving you 2 months' notice.
- 9.6 You should also be aware that the App Provider may suspend or end your use of the 'RT APP' under the 'RT APP' Terms and Conditions. If this happens, you may not be able to access the YTS Services and we're not responsible or liable to you if this happens.

### 9.7

#### By You

- 9.8 You may stop your use of the YTS Services at any time and end this contract, e.g. by ending your agreement with the App provider or removing the 'RT APP' from your device. Doing so will **not** automatically delete your user information that YTS holds. You can delete your user information in the 'RT APP'. If you forget to do this before removing the 'RT APP' then you can contact YTS at [yts@volt.com](mailto:yts@volt.com) and YTS can delete it for you. YTS will also stop making your information available for active use after 1 year of inactivity on the YTS Services. When your user information is deleted, YTS will continue to hold certain information about you and your use for as long as it is required to enable YTS to comply with legal requirements, and for operational reasons such as issue resolution, complaint handling and "Know Your Customer" regulations. See the YTS PSU Privacy Policy for further details on the retention period(s).



## 10. **LIMITATION OF LIABILITY**

10.1 The YTS Services have not been developed to meet your individual circumstances. It is your responsibility to ensure that the YTS Services meets your needs.

10.2 YTS only supplies the YTS Services for domestic/personal use. You may not use the YTS Services for commercial, business or resale purposes, and YTS has no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity. YTS also has no liability to you for any damage or alteration to your equipment including your devices as a result of use of the YTS Services.

10.3 All information, content and material displayed through the YTS Services is provided for information only. It is not financial or professional advice. You should not rely on information or content from the YTS Services as the sole basis for making a financial decision. You should use your own judgment, and seek professional advice if appropriate. Accordingly, you agree that YTS is not responsible or liable to you for:

10.3.1 any action (or inaction) resulting from use of or reliance on information or content displayed through the YTS Services (or any loss or damage you suffer as a result); or

10.3.2 any dealings you have with third parties (including the App Provider and your Providers and other services providers) through the YTS Services.

### **Our responsibility**

10.4 YTS has no liability to you under or in connection with these YTS Terms or your use of the YTS Services (whether in contract, tort (including negligence) or any other cause) except as set out in sections 10.5 and 10.6 below.

10.5 If YTS is liable to you in relation to the YTS Services and:

10.5.1 it relates to YTS not having met our obligations under the applicable law to protect your information or keep it secure, or it relates to any obligation under the applicable law that YTS cannot exclude (or limit, to the extent that it cannot be limited), then YTS accepts that liability in full as required by the law;

10.5.2 it relates to any other cause (regardless of the form of the action or timing) then YTS will only be liable to you for loss or damage that you personally suffer that is a foreseeable result of all such causes up to a maximum of £50 in total.

10.6 YTS is not responsible or liable if the relevant cause arises from your breach or action (such as your fraud or YTS following your instructions), events outside of our control, or the need to comply with our legal obligations. Other sections of these YTS Terms explain further things that YTS are not responsible or liable for so it is important that you read all of the YTS Terms carefully. Nothing excludes or limits our liability for: death or personal injury caused by our negligence; our fraud or fraudulent misrepresentation; or, if YTS deliberately breaches these YTS Terms in a major way that is designed to harm you. Your statutory rights are not affected.

### **Your responsibility**

10.7 You agree to reimburse YTS for any losses YTS incurs as a result of your breach of, or failure to comply with, these YTS Terms, or if YTS suffer any losses as a result of your use of the YTS Services.

## 11. **DISCLAIMER**

11.1 To the maximum extent permitted by law, YTS disclaims all implied warranties with regard to the YTS Services. YTS does not promise that the information, content or materials displayed on the YTS Services (directly or via the 'RT APP' are accurate, sufficient or error-free. YTS does not promise that the information on our systems is, when accessed by you, up-to-date or complete. The YTS Services are provided "as is" and "as available" without warranty of any kind.

## 12. **HOW WE ARE FUNDED**

YTS has commercial arrangements in place with your App Provider and they pay us a fee to make the YTS Services available on the 'RT APP'. You should check with your App Provider what fees are payable by you to them.

## 13. **PROBLEMS, QUESTIONS & COMPLAINTS**

13.1 YTS appreciates it greatly if you notify YTS of a question or problem, because this gives YTS the opportunity to seek a suitable solution. It also gives YTS the opportunity to improve its service to you and other customers. YTS also has an internal complaints procedure. YTS aims to handle all problems, questions and complaints efficiently and quickly:

13.1.1 If you have questions, problems or complaints, regarding the 'RT APP' then please submit them to the App Provider;

13.1.2 If you have questions, problems or complaints, specifically regarding the YTS Services then please submit them to the [yts@yolt.com](mailto:yts@yolt.com) and include the following information: your name, telephone number and a description of your concern.

13.2 If after YTS has responded to your complaint you remain unhappy, depending upon the complaint, you may be entitled to refer the complaint to the Financial Ombudsman Services ("FOS") based in the United Kingdom. The FOS is a free, independent service for resolving disputes between customers and financial services institutions like YTS which operate under the authority of the Financial Conduct Authority ("FCA") in the United Kingdom. More information is available at <https://www.financial-ombudsman.org.uk/>



- 13.3 **Online dispute resolution:** The European Commission has set up an online dispute resolution platform ("**ODR platform**") to help customers who have bought goods or services online from traders established in the European Union. If you have not been able to get your complaint resolved to your satisfaction, you can submit your complaint online through the ODR platform. The platform will then send your complaint to the FOS for an independent review. You can access the ODR platform at <http://ec.europa.eu/odr>.
14. **CHANGES TO THESE TERMS**
- 14.1 YTS may change the YTS Terms at any time and will inform you of a change either (i) through the '*RT APP*', when you next start the '*RT APP*'; (ii) through the YTS Services directly, (iii) by e-mail or (iv) otherwise. The new terms may be displayed on-screen and you may be asked to read and accept them to continue your use of the YTS Services. If these changes materially impact you or materially change the YTS Services, YTS will strive to inform you through our regular channels at least 2 months prior to asking you for confirmation of the new YTS Terms.
- 14.2 YTS will always act fairly and reasonably when YTS makes these changes. The most common reasons that they will happen are if:
- 14.2.1 YTS is changing the way that an existing part of the YTS Services operates, introducing new functionality, or withdrawing functionality;
- 14.2.2 YTS considers that YTS should take account of developments (or changes YTS reasonably expects to happen) in technology, security or industry standards and norms;
- 14.2.3 there are changes in the way that YTS operates or YTS thinks that YTS should explain something more clearly; or
- 14.2.4 there is a change in law (including industry codes) that YTS follows or is bound to follow, or in response to decisions of a regulator or court.
- 14.3 If you don't want to accept a change YTS informs you about in advance, you can close your account(s) for the YTS Services – see section 9 above. You can also end this agreement by not using the YTS Services after YTS makes the change. Be aware that the change will apply to you until you do so. If you don't choose to close your account(s) we will assume that you have agreed to the changes.
15. **KEEPING IN TOUCH**
- 15.1 YTS will normally contact you using the email address which you have submitted to your App Provider or the one you have provided us with directly. YTS will do this to keep you informed of matters relevant to the YTS Services where YTS needs to in order to comply with our legal obligations - further details are shown in our Privacy Policy.
- 15.2 In some circumstances, it may also be appropriate for YTS to contact you through other means (such as telephone) where you have provided your number to YTS and it's helpful to talk things through. When YTS communicates with you (including by telephone) it is common for YTS to monitor and keep a record of that communication for quality and training purposes.
- 15.3 Please remember to tell YTS if your details change. If YTS discovers or suspect fraud or a security threat, YTS will need to contact you. Equally, for security reasons, YTS may block use of the YTS Services if YTS is unable to contact you or don't receive a response when YTS tries to do so.
- 15.4 You have the right to receive a copy of these YTS Terms – YTS will send this to you by email if you request it but you can always find them on our website ([www.yts.yolt.com](http://www.yts.yolt.com)) too.
- 15.5 **The easiest way to contact YTS is by emailing [yts@yolt.com](mailto:yts@yolt.com).**
- 15.6 Please address any postal mail to YTS at the following address:  
Yolt Technology Services Limited  
8-10 Moorgate,  
London EC2R 6DA,  
United Kingdom
16. **ABOUT US & OUR REGULATORS**
- 16.1 YTS is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017 for the TPP Functions. You can find details on YTS at [register.fca.org.uk](http://register.fca.org.uk) (reference number: 921127 or (searching for "Yolt Technology Services")
- 16.2 YTS is located at 8-10 Moorgate, London EC2R 6DA, United Kingdom.
- 16.3 YTS is a trade mark of Yolt Group BV.
17. **OTHER IMPORTANT TERMS**
- 17.1 YTS may transfer our rights and obligations under these YTS Terms to another organisation (within the Yolt Group organised under Yolt Group BV but also third parties), but this will not reduce your rights or those obligations. You may not transfer your rights or obligations under these YTS Terms to another person.
- 17.2 If YTS fails to insist that you perform any of your obligations, or if YTS does not enforce our rights against you, or if YTS delays in doing so, that will not mean that YTS has waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by YTS in writing.



- 17.3 Each of the conditions of these YTS Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 17.4 Please note that these YTS Terms, their subject matter and formation, are governed by English law. You and YTS both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 17.5 These YTS Terms and our Privacy Policy are drawn up in the English language. All written communications between you and YTS relating to these YTS Terms and our Privacy Policy will be in English.