

acct^o

Terms and Conditions

Last update July 29, 2019

The use of this website is subject to the following General Terms and Conditions and the conditions of our Privacy Policy. By visiting our website, you acknowledge that you have read, understood and agreed to these terms. We may occasionally update our policies and it is your responsibility to check this page for updates.

General Terms and Conditions

These General Terms and Conditions (hereinafter the “General Terms and Conditions”) establish a general basis for the legal relations between Unified Finance Ltd. (hereinafter “Unified Finance”, “we”, “us” or “our”), trading as acct.com (hereinafter also Acct or the Platform, trademark pending), and its client (hereinafter “Client”).

These General Terms and Conditions stipulate the general principles for the business conduct between the Client and Unified Finance, and are part of the Service Agreements concluded between Unified Finance and the Client. These General Terms and Conditions shall be applicable in respect of all valid contractual relations established prior to and continuing on the date of entry into force of the General Terms and Conditions. The Client confirms that the General Terms and Conditions have been examined and agrees with them and undertakes to follow them at all time.

As part of registration and before using the payment services of Unified Finance, the Client must read, agree with and accept these General Terms and Conditions, Unified Finance’s Privacy Policy and other applicable Service Agreements and other terms applicable to Unified Finance’s services and products.

The headings and subheadings below are for reference only and do not limit the scope of any section. Should the context so require, words in singular have the same meaning in plural, and vice versa. Should there be any contradiction or ambiguity between the English General Terms and Conditions, Service Agreement, Privacy Policy or any other agreement concluded between Unified Finance and the Client and other language texts of mentioned documents, the English text shall prevail.

Information on the service provider

Unified Finance is a United Kingdom private company limited by shares, registered under No. 10805527 with Companies House; its principal place of business is Suite 6, Lansdowne Business Centre, Bumpers Way, Chippenham, England, SN14 6RZ.

Unified Finance is an authorised payment institution acting under the license No. 788703, issued by the Financial Conduct Authority of United Kingdom (hereinafter “FCA”). Under its license, Unified Finance may provide payment services in all Member States of the European Union (EU) and the European Economic Area (EEA) pursuant to separate notifications to the competent authorities in the relevant Member States.

The FCA exercises supervision over Unified Finance. Contact details of the FCA and the list of authorised payment institutions maintained by FCA are available at FCA website <https://www.fca.org.uk/>

The Client may also contact the competent authority in its own Member State to obtain more information about Unified Finance.

The Client may at all times turn to Unified Finance to request any additional information about Unified Finance and acct.com Platform by accepted means of communication, including info@unifiedfinance.com and info@acct.com.

Unified Finance t/a acct.com services

Unified Finance 's main services allowed under the payment institution license are the following:

- (a) services enabling cash to be placed on a payment account and all of the operations required for operating a payment account;
- (b) services enabling cash withdrawals from a payment account and all of the operations required for operating a payment account;
- (c) issuing payment instruments or acquiring payment transactions;
- (d) money remittance.

The detailed list of payment services offered by Unified Finance is available on our website

UNIFIED FINANCE IS AN AUTHORISED PAYMENT INSTITUTION, NOT A BANK, THEREFORE, FUNDS ON THE CLIENT'S PAYMENT ACCOUNT SHALL NOT BE DEEMED TO BE A DEPOSIT. FUNDS ON THE CLIENT'S PAYMENT ACCOUNT MAY BE USED ONLY FOR THE EXECUTION OF PAYMENT TRANSACTIONS.

UNIFIED FINANCE ACTIVITIES ARE LIMITED TO PAYMENT SERVICES, MONEY ON CLIENT ACCOUNTS ARE NOT PROTECTED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) OR OTHER SIMILAR DEPOSIT GUARANTEE INSTRUMENTS. INSTEAD, CLIENT FUNDS IN TRANSIT ARE KEPT ON SAFEGUARDING ACCOUNTS WITH REPUTABLE CREDIT INSTITUTIONS.

Unified Finance may also allow its Clients to avail of other services such as investments, insurance, credit and savings products and other services, which may be provided by third parties. For the use of any additional service, the Client may have to accept additional terms and conditions as notified to the Client when ordering or using such services.

Third Party Services

In addition to Unified Finance, third parties also provide the Client with their services through the Electronic Channels. Unified Finance does not bear any liability for the services of third parties. Unified Finance does not act as a broker or intermediary for any services provided by third parties; it merely provides third parties with an opportunity to provide their services via the electronic platform developed and managed by Unified Finance. Third Party Services may be governed by their own terms and conditions which supplement these terms of service and which the Client accepts in connection with the subscription of the respective service. Some Third Party Services entail the Client entering into a direct agreement with the third party, in which case the Client's rights and obligations in respect of the Third Party Service are solely specified in such agreements. In case of any conflict between the supplementary terms or third party terms and the conditions and these General Terms and Conditions, the supplementary terms or third party terms and conditions shall prevail.

Under no circumstances, will Unified Finance be liable to the Client or anyone else for any decision made or action taken in reliance on the information from the Third Party Services.

Establishment of a business relationship and conclusion of agreements

Upon establishment of a business relationship, the Client shall register with us and give all information that Unified Finance requires (according to the legislation and other laws and acts) in connection with the registration and/or establishment or monitoring of business relationship.

Upon submission of an application (F2F), the Client is obliged to provide all the information set out by Unified Finance and original documents for a purpose of relevant verification.

Upon registering via Electronic Channels (non-F2F), the Client confirms to Unified Finance that the Client is a resident of a Contracting State of the European Economic Area (EEA). In case if the Client is not a resident of the EEA, Client must confirm that the laws and regulations of his domicile are not prohibiting establishment of a business relationship by such Client with Unified Finance. The Client confirms its full legal capacity and the fact that it acts in person. The Client being natural person confirms that there is no beneficial owner other than itself.

When giving information, the Client confirms and guarantees that all information is complete, accurate and true.

Unified Finance shall have the right to decide with whom to conclude or not to conclude any agreement. Amongst other, Unified Finance may refuse to conclude a business relationship and/or conclude any agreement with a person or to provide Services to a person in the following cases:

- The Client does not or may not meet the requirements stipulated in the legal acts regulating the prevention of money laundering and terrorist financing;
- Unified Finance suspects that the person wishes to use the Services for any restricted or prohibited activities in accordance with Restrictions and Limits section of the present General Terms and Conditions;
- The Client has caused or may cause direct or indirect damage to Unified Finance;
- The Client is a politically exposed person;
- The Client has been prosecuted and/or convicted for a financial or economic crime, fraud or another crime with regard to abuse of trust;
- The Client does not present information and/or documents required by Unified Finance;
- The Client presents to Unified Finance incorrect information and/or documents;
- The Client does not present sufficient information and/or documents to confirm legal origin of the funds;
- For other good reasons for not establishing a business relationship or concluding an agreement, including in case of legal obstruction, such as restricted active legal capacity, lack of authorisation or ambiguous authorisation;
- The Client belongs to a risk group with regard to which Unified Finance established restrictions on establishing a business relationship.

Unified Finance does not have obligation to give a cause for refusal to establish of a business relationship unless otherwise provided by law.

Identification and verification

Upon establishment of a business relationship, Unified Finance is obliged to identify its Clients and Clients representatives. The method used by Unified Finance for identifying a Client can vary based on requirements stemming from the jurisdiction existing in the country where the Client concludes the business relationship with Unified Finance (e.g. identification documents notarisation, non-F2F online identification, face-to-face identification, etc.).

The Client and its representative are obligated to submit to Unified Finance any and all information and documents requested by Unified Finance for identification.

If Unified Finance has doubts about the veracity of the Client's data or documents, then Unified Finance may ask the Client to specify its information, provide additional information or documentation, or if necessary, to re-do the identification process.

Upon agreeing with the General Terms and Conditions, the Client hereby irrevocably authorises Unified Finance to request any information and documents, regardless of its form, related to Client identification and verification (including, without limitations, a copy of the Client's documents and data) from any credit institution or a financial institution who has or had identified that Client, or has or had a business relation with that Client. For avoidance of doubt, this authorisation grants Unified Finance the right to request all data and documents on the Client from any credit or financial institution whose identification or authentication method was used in Unified Finance's identification process. On request of Unified Finance, the Client undertakes to provide Unified Finance with additional authorisations or documentation (incl. a written power of attorney) needed to receive the information or documentation mentioned above and do everything necessary to provide Unified Finance with all information needed to duly prove its identity.

From time to time, Unified Finance may demand additional identification to verify the identity of the Client for security or other reasons. The Client undertakes to provide Unified Finance will all information and documents required to verify that Client's identity.

Unified Finance shall identify a natural person on the basis of an identity documents in compliant with law and accepted by Unified Finance.

Unified Finance shall identify a legal person on the basis of relevant and valid registry extract and/or other documents (certificate of incorporation/registration, articles of association, etc) accepted by Unified Finance.

For the use of the Electronic Channels and/or Payment Instrument, Unified Finance verifies the Client based on the Client Credentials given by the Client (e.g. username and password; card PIN code).

The Client obliges to inform Unified Finance in case of change of any submitted information and circumstances relevant to the provision of services by Unified Finance. Such information includes but is not limited to change in Client's representative, beneficial owner of the Client, their personalities, residence/location address, nature of business, place of tax residence and taxpayer's number.

Documentation

All documents presented to Unified Finance by the Client shall be originals or notarized copies. Documents issued abroad should be legalized or certified with an Apostille. Legalization or certification with Apostille is not required if the United Kingdom and relevant foreign state has entered into an agreement that stipulates otherwise.

Unified Finance shall accept documents translated into English or other language acceptable by Unified Finance. The documents shall be translated by sworn translator or the translator's signature shall be notarized.

Unified Finance has a right to make a copy of documents presented by the Client. If necessary or it provides the law, Unified Finance shall keep the original documents.

Representation

A natural person may enter into transactions personally or through a lawful representative.

A legal person shall enter into transactions via their lawful or contractual representative. A power of attorney proving the right of representation prepared outside Unified Finance should be notarised.

The Client can authorise other persons to use the Services of Unified Finance made available to that Client under the Service Agreements concluded between the Client and Unified Finance. Authorisation offers the authorised person an access and power to undertake transactions on behalf of that Client and access information related to that Client's account.

The Client is liable for any use of the Services, including for any use of the Services by persons who it has authorised. If the Client has authorised a person to use Services (incl. that Client's Payment Account), the authorised person needs to be registered as a client of Unified Finance (i.e. the person has a business relationship with Unified Finance). Authorisation can be granted by using the Electronic Channels.

The Client confirms that before authorising any other person it has given the General Terms and Conditions and other terms and conditions applicable to the use of the Services to the persons to whom the authorisations is to be given for examination and shall bear liability for the performance and non-performance of the contractual obligations by the authorised person.

The Client is obligated to inform Unified Finance in written or by using Electronic Channels instantly of the termination of representation or about any changes of right(s) of representation. The Client is obligated to inform Unified Finance notwithstanding of the fact that such information is public.

Client Orders

The orders given to Unified Finance by the Client must be unambiguous and executable. The Client shall confirm all Operations performed by using the Client Credentials or in another manner

required by Unified Finance (e.g. by signing a hard copy) and such confirmation shall be deemed as the Client's consent to the performance of the respective Operation.

The Client submits its orders to Unified Finance electronically or in another manner agreed between Unified Finance and the Client and in the form developed by Unified Finance (e.g. electronically being logged into the Electronic Channels).

The forms of orders are available in the Electronic Channels. The Client ensures that its orders are prepared, confirmed and submitted in accordance with the applicable legislation, the General Terms and Conditions of the Service Agreement and other relevant requirements, customs and practices applicable to that order. By submitting an order, the Client unconditionally and irrevocably consents to the Operation to be made under the given order.

Unified Finance shall have a right to require documented certification of the legal origin of the funds and is not obliged to execute an order before receiving the relevant certification(s).

If the Client makes an Operation or uses its Payment Account via Third Party Services (e.g. e-wallets), authorisation of Payment Order will be completed and submitted to Unified Finance in accordance with the conditions regulating the Third Party Services (e.g. by using security credentials and means applicable to the Third Party Services).

If funds, not belonging to the Client, are transferred to the Payment Account of the Client by mistake, the Client is obligated to notify Unified Finance thereof immediately, after having discovered the mistake and shall immediately return the money to the account indicated by Unified Finance. Unified Finance has the right to debit funds transferred by mistake to the Payment Account from the Payment Account, without asking nor notifying the Client about it.

Obligations Associated with Unified Finance and Client Credentials

The Client, as a holder of a Payment Instrument shall:

- use the Payment Instrument in accordance with the security guidelines published by Unified Finance on the acct.com website governing the use thereof, which includes taking, as from receipt of the Payment Instrument, all reasonable steps to keep the Payment Instrument safe as well as taking steps to keep the means which enable it to be used, including Client Credentials, safe;
- promptly notify Unified Finance or a third party designated by Unified Finance for this purpose, of loss or theft of the Payment Instrument and or Client Credentials and of unauthorised or incorrect use of the Payment Instrument after becoming aware thereof.

Security guidelines concerning the use of the Payment Instrument will be published by Unified Finance on our website.

For security purposes, Unified Finance may demand that different Client Credentials or their combinations are used for different transactions and limits.

In order to use the Payment Instrument, the means and of communications of the Client must be in conformity with the technical and security requirements established by Unified Finance and

other reasonable security measures to protect its Payment Account and Payment Instrument in set out in the security guidelines.

The Client is liable for the security and operations of the means of communication (incl. computer, Internet and telephone connection) used by the Client for using a Payment Instrument.

Without being obligated to compensate for any possible damage, Unified Finance has the right to block the Client's Credentials or Payment Instrument at any time for security purposes, including without limitations, when Unified Finance has any reason to believe that the Payment Instrument or the Client is in danger.

The Client shall immediately notify Unified Finance of a loss or theft of the Payment Instrument or Client Credentials or of loss of possession thereof against the will of the Client in any other manner. After submitting the notice, the Client shall provide Unified Finance with additional information about the circumstances of the abovementioned events, if necessary.

The Client must follow the security guidelines published by Unified Finance from time to time relating to the security protection of its Payment Accounts. Unified Finance shall not be liable for any loss or damages in case the Client does not follow the security guidelines published by Unified Finance.

If the Client uses its Payment Account or Payment Instrument via Third-Party Services (e.g. e-wallets) the Client must follow the security guidelines applicable to Third Party Service.

Communication between Unified Finance and the Client

Notices to the Client

The Client must have internet access and an e-mail account to receive communications and information related to the Services (incl. notification of any amendments to the General Terms and Conditions, Service Agreements, Price List etc.; notifications concerning any Services).

The Client agrees that Unified Finance may provide notice or other information to the Client via one or several of the channels mentioned below:

- personal notices via post, e-mail, telephone, SMS or other channels;
- information via Electronic Channels (including the posting of information which is only accessed by Client by logging into Electronic Channels);
- information on our website.

By providing contact details of the Client to Unified Finance, the Client grants a consent to use those contact details to provide also information (e.g. advertising) from third parties that are partners of Unified Finance. The Client is entitled to revoke such a consent at any time by a written notice given.

A notice sent electronically (e.g. SMS, e-mail, notification in Electronic Channel) shall be considered received by the Client on the day it was published. Notices, sent by post are deemed to be received by the Client on the fifth (5) calendar day as of posting the same.

Unified Finance may send any information and notices to the Client by using the contact details (e.g. e-mail or residency address, phone number) which have been provided by the Client.

Notices to Unified Finance

The Client shall send information to Unified Finance electronically in writing (e.g. through the Electronic Channels, by e-mail) or by using any other agreed channels or means (e.g. by phone).

The Client shall be obliged to notify Unified Finance immediately of the loss or theft of its personal identification document or another means of identification or loss or theft of the Client Credentials or Payment Instrument or loss of possession thereof against the will of the Client in any other manner.

The Client must inform Unified Finance in case of changes of the Client's representative(s) or the limits of their powers.

The Client is obliged to immediately notify Unified Finance, in accordance with previously agreed means, of any circumstances which are relevant to the relationship between Unified Finance and the Client, and which affect or may affect the fulfilment of the obligations of the Client or Unified Finance specifically:

- for private person:
 - name
 - residency address
 - contact details
 - any other change in the Client's circumstances of relevance to the Agreement.

- for legal person:
 - control of the Client
 - ownership of 25% or more in the Client or in the Client's share capital
 - the Client's managing director (managing directors)
 - the Client's documents submitted to Unified Finance for the purpose of establishment of the Client's identity or assessment of the Client's risk. For the purpose of clarity, adoption of new documents with the effect to the Client's management shall also fall under this Article
 - the Client's legal form
 - the Client's business activity
 - the Client's contact details
 - the Client's financial standing that may affect the Client's ability to perform the Agreement or to perform the Client's obligations under other agreements that the Client is party to
 - the Client's ultimate beneficial owners
 - any other change in the Client's circumstances of relevance to the Agreement.

The Client must inform Unified Finance even if any of the aforesaid information has been or may be made public (e.g. judicial decision, notification to public registers or publishing through the mass media).

Pricing and Service fees

The Client shall pay a fee for the rendered service established in the Price list and/or the Service Agreement.

Unified Finance has the right to debit all service fees and other sums and arrears payable that result from the applicable Service Agreement from the Client's payment account.

Unified Finance and the Client are entitled to agree different fee rates from those provided on the Price List.

The Client shall pay services not provided in the Price List, according actual outgoings of Unified Finance.

The Client is entitled to require invoice for such related services.

The Client shall pay for any expenses, not provided in Price List, connected in the Client's interests (e.g. postal or telephone costs, state fees, unforeseen additional expenses etc).

Where applicable, Unified Finance debits account service fee on the last calendar day of the current month fee period. The account service fee shall be calculated for each calendar month and shall not be refundable.

Unified Finance may apply a trial period with no account service fee by a separate agreement with the Client.

If a payment account associated with the service fees and other sums and arrears payable, has no sufficient funds then Unified Finance has the right to debit service fees and other sums and arrears payable from any other payment account owned by the Client, including any foreign currency on a payment account and from the amounts received in the payment account at any given time and even if after the amount has become collectible and before its actual collecting by Unified Finance the Client has made other transactions.

Unified Finance has the right to deduct amount of service fee from any amount credited on Client account, if the Client is in arrears for fees to Unified Finance.

Payable amounts, calculated in a foreign currency, shall be converted into euro applying the exchange rate established by Unified Finance in Service Agreement.

Unified Finance shall pay interest on the funds held in the Client's Payment account pursuant to the interest rate established by Unified Finance.

The Price List in force at any given time is available on our acct.com website.

Unified Finance may unilaterally amend the Price List at any time. The Client shall be notified of the amendment according to "Restrictions and Limits" Section of General Terms and Conditions.

Restrictions and limits

Restrictions on use of Services

Unified Finance shall block the Service on the written request (unless otherwise agreed) of the Client and release blocked Service on the written request (unless otherwise agreed) of the Client.

Unified Finance shall block the Services on the request of a third party only in the cases and pursuant to the procedure provided by law. Unified Finance shall release the Service from blocking on the basis of the resolution of the competent body, or the respective judicial decision which has entered into force.

Unified Finance shall have the right to block the Service if:

- on the Payment Account of the Client has no funds to perform obligations;
- the Client has become a subject to the international sanctions;
- Unified Finance suspects the Client of money laundering, terrorist financing or other crime or illegal activity (e.g. fraud);
- the Client has not submitted data or documents requested by Unified Finance in due time;
- Unified Finance has become aware of any circumstances which have caused the necessity to examine the legal origin of the Client's funds or assets;
- Unified Finance is notified of the Client's death;
- Unified Finance has become aware that the Client who is legal person has been dissolved from the register;
- According to Unified Finance's opinion, freezing of an account is necessary in order to prevent damage to the Client, Unified Finance or a third person;
- there is suspicion that the Client's Credentials and/or the Payment Instrument have been used without the Client's consent or these are stolen;
- there is suspicion that the Client's Credentials and/or Payment Instrument have been used by a fraud.

Unified Finance shall not be held liable for any damage arising from the blocking of the Client's Payment Account or Payment Instrument.

Limits

Unified Finance has the right to establish amount limitations for certain Operations. The Client has the right to change the limitations established by Unified Finance to the extent and pursuant to the terms and procedures established by Unified Finance.

Restricted activities

In connection with the use of the Electronic Channels or the Services, or in the course of the Client's interactions with Unified Finance, the following activities are restricted at all times:

- causing a disproportionate number of claims due to the activity of the Client by Third Parties;
- using the Services in connection with illegal products or services and/or stolen goods including digital and virtual goods;
- transactions with sanctioned counter-parties or transactions related to sanctioned goods and/or services;
- any activity or omission that violates any law, statute, ordinance, regulation or good faith;
- any activity or omission that violates the terms and conditions established by Unified Finance.

Data Protection

Unified Finance may record, store, process and transfer personal data in accordance with Unified Finance's Privacy Policy published on our website.

The principles on the processing of Client's data shall be an integral part of the General Terms and Conditions and according to the aforesaid, the Client has granted to Unified Finance his/her consent to process and forward the Client's data in accordance with the provisions established in the Unified Finance Privacy Policy.

Prevention of money laundering and terrorism financing

Unified Finance at all times adheres to its Know-Your-Client (KYC) principles upon the establishment of and during the business relationship with the Client. Under the KYC principles, the Client must be identified and the appropriateness of transactions must be assessed based on the Client's principal business and/or prior pattern of transactions.

Unified Finance has the right to request additional information (e.g. documents serving as grounds for the transaction) from the Client to allow it to comply with its anti-money laundering obligations e.g. information concerning

- the owners and ultimate beneficiaries of the Client
- the Client's business activity, including:
 - data on the contractual partners
 - turnover
 - the share of cash and non-cash transactions
 - frequency of transactions
 - contracts of sale, lease
 - supply, documents pertaining to goods, etc.
 - key financials
 - other relevant information on the Client's business activity

The Client agrees to immediately comply with and without any undue delay grant all needed information and documents related to any request for further information that Unified Finance reasonably requires. If the Client, regardless of the respective request, does not submit to Unified Finance the documents and relevant information requested by Unified Finance, the Client shall be deemed to have fundamentally breached the Service Agreement and Unified Finance may, without following the terms of prior notification, extraordinarily terminate the Service Agreement and any other agreement which serves as a basis for the business relationship.

Unified Finance has also the right to ask the Client to provide all other data that Unified Finance considers necessary and forward any information accumulated about the Client under the legislation to correspondent banks and to payment intermediaries, with a view to perform the obligations stemming from the legislation.

Unified Finance has the right to refrain from executing the Client's order, if the Client has failed to perform the obligations listed in "Restrictions and Limits" Section of General Terms and Conditions of Unified Finance or if, based on the information and/or documents provided, Unified Finance has come to suspect that money laundering or terrorist financing may be involved.

Termination of the business relationship

The Client has the right to terminate a Service Agreement with immediate effect at any time by a notice to Unified Finance.

Unified Finance has the right to terminate a Unified Finance Service Agreement for convenience at any time by giving two (2) months notice to the Client.

Unified Finance has the right to terminate the Service Agreement with immediate effect in the event that:

- Unified Finance suspects the Client of money laundering or terrorist financing;
- the Client has submitted incorrect, misleading or insufficient data or documents to Unified Finance or refuses to submit the requested data or documents in due time;
- Unified Finance suspects the Client of using Services in any restricted or prohibited activities in accordance with "Restrictions and Limits" Section or other illegal activities;

- the Client has intentionally or due to gross negligence failed to perform its obligation arising from the Service Agreement or General Terms and Conditions;
- the termination of the Service Agreement is lawfully required by the UK or a foreign supervisory authority, other state authority, the international settlement system administrator, Unified Finance's correspondent bank or other credit/payment institution
- the Client has not provided the data or documents needed to certify the legal origin of funds or other assets used in a transaction
- the Client fails to notify Unified Finance of changes in data contained in documents presented to Unified Finance
- failure to present to Unified Finance, during establishing business relationship, true, complete and trustworthy information and documents
- the Client has not used Payment Account (i.e. given the orders to use the funds for payment transaction) in 90 consecutive calendar days
- there is some other reason provided by legislation preventing continuation of the Agreement.

Amendment of the General Terms and Conditions, Service Agreements and Price List

Unified Finance drafts and establishes the General Terms and Conditions, the Service Agreements, the Price List and other terms applicable to the Services.

Any amendments made to the terms applicable to the Services shall be notified to the Client electronically in accordance with "Notices to the Client" Section. The amendments shall enter into force on the date set out in the respective notice, however, at the earliest of two (2) months from the date of the notification, unless otherwise specified.

If the Client does not agree with the amendments, it shall have the right to cancel the amended Service Agreement by notifying Unified Finance in accordance with "Notices of Unified Finance" Section and performing all outstanding duties arising from the Service Agreement prior to termination of the respective Service Agreement. The Client shall be regarded as having accepted the amendments if the Client does not object to them before the effective date. A two (2) months notice period will not apply where an amendment is required by law or it relates to an addition of a new service or product, an extra functionality to the existing Service or any other amendment which neither reduces the Client's rights nor increases the Client's responsibilities. In such instances, the amendment will be made without prior notice to the Client and shall be effective immediately after its publication.

Language of communication

Communication between Unified Finance and the Client shall be conducted in English, unless the Parties agree on any additional languages for communication. Unified Finance may provide support to its clients in various other languages.

Settlement of disputes

The Client shall have the right to submit Unified Finance complaints about the services provided to the Client by submitting a respective e-mail to Unified Finance's customer support.

The claim shall be submitted as per our Complaints procedure.

The Parties shall resolve any dispute arisen under a Service Agreement by negotiation. If the parties are unable to resolve the dispute by negotiation, then the dispute shall be resolved in the court of England and Wales, unless in case applicable law imperatively stipulates otherwise.

The Client may choose to complain about Unified Finance, its products, services or actions to the Financial Services Ombudsman

<http://www.financial-ombudsman.org.uk/consumer/complaints.htm> by:

- Phone: +44 300 123 9 123 or +44 800 023 4567 from 8am to 8pm Monday to Friday, and from 9am to 1pm on Saturdays.
- E-mail: complaint.info@financial-ombudsman.org.uk
- Online: <https://help.financial-ombudsman.org.uk/help>

Applicable law and agreement on jurisdiction

Laws and regulations of United Kingdom applies to the relations between Unified Finance and the Client, including all terms and conditions regulating the Services. The relations between Unified Finance and the Client shall be regulated by the law of a foreign state if it is so prescribed by the Client domicile law or international agreement. If the Client is a consumer, the mandatory laws of the Client's domicile may also apply. The Client is solely responsible for understanding and complying with any and all laws, rules and regulations of the Client's specific jurisdiction that may be applicable to the Client in connection with the Client's use of the Services, including but not limited to those related to taxes or any other fees.

Any court action between the Unified Finance and the Client shall be resolved in a court of England and Wales unless agreed otherwise by the Client and Unified Finance or provided otherwise in the law. An agreement on jurisdiction applies also if the Client settles in to a foreign state after entry into the Service Agreement.

Final provisions

If any provisions of any Service Agreement is void, then it shall not cause the entire Service Agreement to be void or release the Parties from performing the remaining obligations of the Service Agreement.

The Client shall not have the right to transfer any rights or obligations under any Service Agreement to a third party without United Finance's consent.

Unified Finance shall have the right to transfer any rights and obligations under any Service Agreement to a third Party without the Client's consent.

Definitions

Client: a natural or legal person who uses, has used or has expressed his, her or its wish to use the Services of Unified Finance.

Client Credentials: the username and the password chosen by the Client or other credentials granted for the Client by Unified Finance or a third person.

Face-to-face identification (F2F): identification of a person's identity verified on the basis of the original document, provided during a personal contact with a Unified Finance official representative.

Non-Face-to-face identification (non-F2F): identification of persons and verification of persons' identity with information technology means.

Electronic Channels: electronic channels developed and managed by Unified Finance or its subsidiaries which allow the Client to make Operations or manage its Payment Account, in particular acct.com website and acct.com mobile applications.

Payment Account: a Payment Account opened by Unified Finance for the Client on the basis of the Payment Account Agreement for executing a payment transaction.

Acct website: <https://acct.com> and its subpages.

Operation: the use of the assets on the Payment Account (e.g. drafting, confirming and submitting payment orders), the use of functions, concluding any agreement, granting any authorisation, exchanging information and documents, establishing limits and Restrictions and using any other services or functions of, or made available by Unified Finance or a third person (e.g. entering into/amending a Service Agreement).

Party (Parties): Unified Finance and the Client together.

Payment Account: a Payment Account opened by Unified Finance for the Client on the basis of the Payment Account Service Agreement for executing a payment transaction.

Payment Account Service Agreement: an agreement between the Parties for the use of the Payment Account.

Payment Instrument: a personalised device (e.g. mobile device with Unified Finance application, payment card) or a set of procedures used by the Client for the use of Electronic Channels and Unified Finance performance of Operations in accordance with the General Terms and Conditions and information published on Unified Finance webpage.

Price List: valid Price List established by Unified Finance and published on the Unified Finance webpage.

Restriction: the restriction on the use of the Services based on specific parameters (device, connection, location, time, amount limitation or other).

Services: a service rendered by Unified Finance to a Client (incl. any payment service, Payment Account and Payment instrument).

Service Agreement: the agreement regulating the terms and conditions applicable to a certain Service.

Third Party Services: third party services made available to Client through the Electronic Channels.