

## Welcome to Blackthorn Finance

These Corporate Terms and Conditions listed below govern the access and use of our website (“the Website”) and mobile phone application (“the Application”) that enables you to transfer money (“the Service”).

Blackthorn Finance Limited is registered as a Company in England and Wales (No. 10024682). Blackthorn Finance Limited is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (FRN 927408) for the provision of payment services. Registered Office: 74 Back Church Lane, London, United Kingdom, E1 1LX. We are registered with Her Majesties Revenue and Customs (HMRC). Blackthorn Finance Limited forms part of Blackthorn Group Holdings.

## 1. Contract Formation and Overview

- 1.1 These Terms and Conditions, together with our web page setting out the charges applicable for our Services and provided Fees Schedule and Privacy Policy terms, form your agreement with us and/or use (the “Agreement”).
- 1.2 By accessing, registering with and using any of the services, you agree to be bound by the terms of the Agreement.
- 1.3 The language of the Agreement is English, and all services, instructions and transactions carried out in connection with it will be English.
- 1.4 In the Agreement, the terms “Blackthorn”, “we”, “us”, and “our” refer to Blackthorn Finance Limited and “you”, “your” refer to your identified contracting Company in the Agreement and any authorised person of said Company, who accesses and/or uses the Service and Sender.
- 1.5 Both the “Blackthorn Corporate Account” and “Blackthorn C2B Account” are offered only for your commercial payment transaction needs and are expressly designed for onward payment of said transactions.
- 1.6 It is important that you understand that access and use of the Service is conditional on your acceptance of the present Terms and Conditions. At all times, may you request a copy of the Terms and Conditions via post or email. Please send an email to [help@blackthorn.finance](mailto:help@blackthorn.finance) or request via Intercom.
- 1.7 The Agreement is specific to Blackthorn Finance Limited Corporate Accounts only.
- 1.8 Nothing in this Agreement shall be deemed to create a partnership between the Companies.

## 2. Definitions

In the present Terms and Conditions, the below terms shall have the following meaning(s):

- 2.1 “Application” or “App” means a Blackthorn mobile phone application operated by Blackthorn to provide online money transfer services, foreign exchange transactions and the related information.
- 2.2 “Blackthorn Corporate Account” means a function on our platform which provides for a virtual non-interest-bearing payment account maintained by us for you, and which provides such features as we

may make available from time to time. This Corporate Account is established on foot of an application for an operational account with Blackthorn. These features may include (without limitation) the ability to:

- (a) pay into your Blackthorn Corporate Account;
- (b) see the balance on the Blackthorn Corporate Account
- (c) denominate instructions into the different currencies we make available in the Blackthorn Corporate Account from time to time;
- (d) give payment instructions to be transferred to another person's Blackthorn Corporate Account; and
- (e) redeem monies and transfer the proceeds either to yourself or to another Payee

In accordance with 1.5 above, the payment account must have payment activity within 120 days to comply with the provisions of the purpose of the account.

- 2.3 "Blackthorn Group Holdings" consists of Blackthorn Finance Limited Company No (No.10024682 UK), Blackthorn Finance Limited trading as SpellTexPay Finance Inc, Company No: BC1334854, Vancouver B.C, Blackthorn Europe UAB, Company No: 30593221, Republic of Lithuania and Blackthorn Finance Limited, Company No. 3028657, Hong Kong.
- 2.4 "Blackthorn C2B Account" is a virtual iban created on your behalf (limited to licensed financial Institution's customers only), for the purposes of receiving and managing client money, segregated from your Blackthorn Corporate Account and should not used as business expenditure unless specifically set out in these terms. This is not a CASS money account.
- 2.5 "Business Day" means any day on which we are open for business for the execution of Payment Instructions and/or Payment Requests;
- 2.6 "Compliance Officer" has the meaning of one or more members of Blackthorn or its group companies who is responsible for compliance with Money Transfer Regulations, anti-money laundering legislation and other applicable laws;
- 2.7 "Destination Country" means the country in which
  - (where you are the recipient) you receive either money or e-money from a Sender; or
  - (where you are the person making payment) another Payee receives money in as a result of you making a payment using your Blackthorn Corporate Account;
- 2.8 "Fees" means the charges and fees we charge to you for the Service, as applicable, in accordance with the price list published on the Website and/or the Application, or the prices or rates that we communicate to you before we issue a Confirmation "Fee Schedule", or as provided in Clauses 2.16, 7 and 8 of these Terms and Conditions;
- 2.9 "Money Transfer" means the applicable laws of the United Kingdom or the country from which funds are transferred or where funds are intended to be received which relate to electronic money transfer services including, without limitation, the Financial Services and Markets Act, 2000, the Payment Services Regulations 2017;

- 2.10 “Payment Instrument” includes a payment device such as a debit card, credit card, or Blackthorn Corporate Account.
- 2.11 “Payment Request” means a specific instruction from you (or a Third-Party Provider on your behalf) to a Sender, asking them to send you money, or an instruction to pay to your Blackthorn Corporate Account;
- 2.12 “Pay-out Amount” means the amount paid, after a foreign exchange conversion, to you or to a Payee, exclusive of the Service Fee and/or any other fees, charges or costs we reasonably incur;
- 2.13 “Payment Instruction” means a specific instruction from you (or a Third-Party Provider on your behalf) using the website or application or interface we provide from time to time to enable the Services under this Agreement;
- 2.14 “Prohibited purpose” means any unlawful purpose (whether such illegality arises in the country from which the funds are transferred or where they are intended to be received or in any territory with jurisdiction over Blackthorn, the Sender or the Receiver) including, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute proceeds of crime or money laundering under the Proceeds of Crime Act 2002 (or equivalent), or which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities or under orders of any court of law, and any transfer of funds without the permission of their owner;
- 2.15 “Recipient” means the person who receives (or intends to receive) the money transfer through the Service;
- 2.16 “Sender” means the person who initiates the carrying out of a money transfer through the Service;
- 2.17 “Service Fee” means our fee described as such on our website or Application from time to time and/or the “Fees Schedule” affixed to your terms at entering into the services agreement with Blackthorn Finance Limited. Other taxes (for example, Local Taxes) and costs may exist that are not paid through us or imposed by us;
- 2.18 “Service Provider” means a local bank, money exchange house, or other third-party service provider (e.g., mobile network provider) in the Destination Country who we work with to provide services to you;
- 2.19 “Transaction” means every money transfer that you initiate using the Service and/or every other use that you make of the Service;
- 2.20 “Transaction Amount” means;
- a) the amount of money that a Sender wishes to send to you;

- b) the amount of the proceeds money, or the value of the Blackthorn Corporate Account that you wish to send to another Payee.
- c) the amount of money, that you wish to send to another Payee.

In each case, the Transaction Amount excludes any applicable Service Fee and is the amount displayed by us in the Application or Website gateway prior to any foreign exchange conversion;

- 2.21 “Transaction History” means the record of your Transactions which are accessible through our Website or Application;
- 2.22 “Website” means our public website [www.blackthorn.finance](http://www.blackthorn.finance) operated by Blackthorn to provide online money transfer services and the related information.

### 3. Relationship

- 3.1 You do not need to register for a Blackthorn Corporate Account in order to visit most areas of our Website or Application. However, to use the Service and access the restricted areas of our Website and/or Application you will need to register and set up an account with us (your “Blackthorn Corporate Account”).
- 3.2 We will use reasonable care and skill in providing Blackthorn Services to you, but you should bear in mind that your payments do not carry the benefit of any interest and that our service does not have the benefit of any government-backed insurance, guarantee or compensation scheme (for example, no compensation is available from the Financial Services Compensation Scheme if we are unable to meet our liabilities) and the relationship of Blackthorn Finance with you is not that of a bank or trustee.

### 4. Collection of Information

#### 4.1 Customer Identification

Financial institutions are required to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We may therefore ask you to supply us with personal identifying information relating to you, and Sender and any Recipient and we may also legally consult other sources to obtain information about you, any Sender, and any Recipient.

#### 4.2 Verification and Checks

We will verify your corporate address and personal details of your Directors, your authorised persons, as well as any partner, people with significant control over your business or any beneficial owners, in order to confirm your identity. We may also pass the aforementioned personal information to a credit reference agency, which may keep a record of that information. This is done only to confirm your

identity, and that we do not perform credit checks and therefore your credit rating will be unaffected. We may also need to verify the identity of a Recipient or Payee in the same way. All information provided by you is treated securely and strictly in accordance with all applicable law. We may do this directly, for example by asking you for additional information, or asking you to take steps to confirm ownership of your accounts, Payment Instruments, or email address; or indirectly, for example by verifying your information against third party databases or through other sources.

### 4.3 Provision of payment services

You explicitly consent to us accessing, processing, and retaining your personal information and that of your all representatives referenced in Clause 4.2 above, for the purposes of providing the payment services described in the Agreement. We need your explicit consent as a result of certain rules which apply to us (the United Kingdom's Payment Services Regulations 2017). This consent does not relate to how we process your personal information for other purposes, which are explained in our Privacy Policy. The Privacy Policy can be found in this Website or Application at [https://www.blackthorn.finance/privacy\\_policy](https://www.blackthorn.finance/privacy_policy)

4.4 In line with the Privacy Policy we share your personal data within the Blackthorn Finance Limited Group of Companies in order to provide you with the best service. Where you make a payment from your Blackthorn Account, we will provide the recipient with your details (for example, your full legal name and IBAN).

4.5 In order to provide our Services to you, Blackthorn works with Suppliers and Correspondent Banking Service Providers. We normally share your personal data with:

- Suppliers who provide us with IT, payment and card delivery services to include Sum & Substance Limited, Decta Limited, 4StopGMBH, Cratech Limited, Akurateco Limited, PaySafe, Limited, Blackthorn Cards Services Limited, SaltEdge, AllPay.
- Our banking and financial-services partners and payments networks, including Visa and Mastercard, ClearBank, ABN Amro, Banking Circle, Western Union Business Solutions, PPRO VFX Limited in order to help us provide our services to you - this includes banking and lending partners, banking intermediaries and international payment-service providers
- Analytics providers and search information providers, to help us improve our website or app.
- Customer-service providers, survey providers and developer, to help us to provide our services to you.
- Communications services providers, to help us send you emails, push notifications and text messages.

4.6 With reference to Clause 4.3 heretofore, should consent not be forthcoming, nor requested information and/or documents within the terms specified by Blackthorn, we have the right to suspend the Corporate Account registration process.

### 4.7 Fraud Prevention

The personal information we have collected from you per Clause 4.2 above, will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity.

If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by at [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn)

- 4.8 Details of the personal information that will be processed include, for example: name and address, date of birth, contact details, financial information, employment details, device identifiers including IP address.
- 4.9 We and fraud prevention agencies may also enable law enforcement agencies to access and use your, and your authorised representatives, personal data to detect, investigate and prevent crime.
- 4.10 Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.
- 4.11 As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering risk if our processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct, or is inconsistent with your previous submissions, or you appear to have deliberately hidden your true identity. You have rights in relation to automated decision making: if you want to know more please contact us using the details as set out in Clause 1.5 above.
- 4.12 If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services or financing you have requested, or to employ you, or we may stop providing existing services to you.
- 4.13 A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing, or employment to you. If you have any questions about this, please contact us on the details below.
- 4.14 Fraud prevention agencies may allow the transfer of your personal data outside of the UK. This may be to a country where the UK Government has decided that your data will be protected to UK Standards, but if the transfer is to another type of country, then the fraud prevention agencies will ensure your data continues to be protected by ensuring appropriate safeguards are in place.
- 4.15 We may use information about you and your individual representatives to discharge the responsibilities referred to in clauses 4.1, 4.2, 4.3 and 4.4 above to provide our services and to manage our relationship with you. We may disclose this information to payers, recipients and intermediaries in the course of providing our services or as required by Regulation EC 1781/2006 on information on the payer accompanying transfers of funds; persons with whom we share information for anti-money-laundering, security verification or validation purposes; regulatory and prosecuting authorities; service providers acting on our behalf. This may involve transfer of information to countries which do not have data protection laws as strict as those in the UK. Individuals wishing to access or correct the information that we hold about them can do so by contacting our Data Protection Officer at Blackthorn Finance Limited, 74 Back Church Lane, London, United Kingdom, E1 1LX. Before giving us information about any individual you should make sure that they are aware of the matters set out in this Clause 4.

## 5. Eligibility and your right of access

- 5.1 You warrant that you are over eighteen (18) years old and that you have legal capacity to enter into legally binding contracts under applicable law, including local law in the jurisdiction in which you live.
- 5.2 The information and details you supply to us are true, accurate and complete. In accordance with the provisions of Clause 4 above, you agree that Blackthorn can periodically validate information provided by you, using electronic address and identification verification tools and software which may be provided by public database processing companies, credit reference agencies and other sources.
- 5.3 You agree to notify us promptly of any changes in the details you have supplied to us.
- 5.4 You must take reasonable steps to keep the details you use to access the website and/or Blackthorn App safe and to prevent their fraudulent use, steps to include:
- a) disguising those details if you write them down and keeping them out of sight of third parties who should not have access to the websites or Blackthorn App (if applicable) your Blackthorn Corporate Account.
  - b) not sharing those details with anyone else
  - c) following any reasonable instructions which we give you or publish on our Website or Blackthorn Application from time to time and which are intended to help you keep your use of our services safe.
- 5.5 You must notify us without undue delay in writing or by intercom/telephone using the contact details set out in clause 1.5 of these Terms and Conditions or via our Website on becoming aware that someone else knows your password, PIN or other security information or that any of these have been lost, stolen or misappropriated, and we will take immediate steps to try to prevent these from being used.
- 5.6 Your money transfer of foreign exchange transfer instructions to us and your use of your chosen form of payment instrument for payment to us, will not breach any applicable agreement, law or regulation, and you agree to compensate us for any loss we suffer as a result of the above representations being untrue or incorrect.
- 5.7 You must only act on your companies behalf, duly authorised in accordance with your companies by-laws/protocols i.e., not submit an instruction or receive a transaction on behalf of a third person.
- 5.8 You must only use the service to send money, to people that you know personally, and not to pay for goods or services from third parties you do not know and trust. If you choose to pay third parties for goods and services using our Services, Blackthorn Finance has no control over, and is not responsible for, the quality, safety, legality, or delivery of such goods or services, and that any such use of the Services is entirely at your own risk.

### 6. Third Parties and Representatives

- 6.1 You may authorise a Third Party Provider (“TPP”) as an Account Information Service Provider (AISP) or a Payment Initiation Service Provider (PISP) to access online information or give instructions to make some online transactions for you as soon as they have identified themselves. If the TPPS choice, with your permission, not to identify themselves to us, you must check that any TPP that you use is authorised to access your Account. In this case you automatically authorise us to share your information with the TPP once it is necessary to provide the services.
- 6.2 You can also authorise other people to carry out certain activities on your behalf as representative. We will treat all instructions and actions by representatives acting within the limits of their authority as if you had given that instruction or carried out that action yourself.
- 6.3 It is your responsibility to withdraw your authority from, or impose limits on, any representative (for example, if they are no longer employed by you).
- 6.4 Any representative must be 18 or over. You are also responsible for all their activities.
- 6.5 Your confirmation, orders, requests, notifications, and other actions performed through websites of third persons or other places by logging into your account and identifying himself/herself in this way are treated as conclusion of an agreement.
- 6.6 Your representatives and TPP must adhere to the same rules as yourself. You must inform each other and us. You are responsible for ensuring that your Representatives and TPP adhere to these rules.
- 6.7 We are not obliged to (continue to) deal with your Representatives and/or TPP. Your Representative and/or TPP may not transfer their powers to another person unless we approve this.
- 6.8 Security details may be given to a TPP and/or representative if it is requested, but you must not share this with anyone else.
- 6.9 If you withdraw any permission given to a TPP and/or representative, what can be done at any time for any reason, we will ensure to prevent the access to that TPP and/or representative from 1 business day have been aware about it.

### 7. Use of the Corporate Account

- 7.1 Your account allows you to deposit, transfer, keep funds in the account for the purpose of transfers, local and international money transfers executions, contribution payments, and also to receive money into your account, settle for goods and services, and perform other operations directly related to money transfers. No negative balance is permitted by us on your Account. In such instances of a negative balance arising:
- You agree to immediately correct the negative position.
  - We may apply a charge on any negative balance on your Blackthorn Corporate Account.
  - We may reject or prevent the execution of an order where the result of such order would incur a negative balance.

In the event of the aforementioned negative balance arising notification will issue from Blackthorn of any action taken or required.



7.2 Blackthorn reserves the right to set a maximum amount for you, which you may maintain in your Account. This amount applies regardless of the currency you maintain with us. If we set such a maximum amount, we will inform you thereof.

### 8. Advance Payment

8.1 Certain Corporate Accounts may be subject to an advance payment requirement which allows us a better protection against possible risks and expenses associated with particular accounts. We will notify you if this applies to you. The advance payment will only be imposed with your prior agreement.

8.2 Any advance payment will be kept for 45 calendar days following the account closure. Where additional expenses associated with the account emerge after the account has been closed, we may retain the advance payment longer than 45 calendar days. If the amount of the advance payment is not sufficient, we might claim other expenses derived from your activity through a Tribunal.

8.3 Blackthorn may release the advance payment before the Account is closed.

8.4 Blackthorn does not pay any interest on advance payment

### 9. Payment Processing

9.1 Our Service allows you to send money from any of the countries in which we operate to any person or business in the same or another supported Country (the "Recipient").

9.2 We are always expanding our list of supported countries, so please visit our list on our Website or from the drop-down list in the Application itself.

9.3 Blackthorn Finance Limited or its associated companies reserves the right to cease providing the Services in any of the supported countries at any time and without notice to You.

9.4 To request a money transfer to a Recipient, you will need to provide payment instructions through the Service. This will include but is not limited to the Recipient's full name, address, account number and Bank Identifier Code ("SWIFT" OR "BIC"), "Reference" (if applicable) and the amount you wish to send (the "Transaction Amount").

9.5 It is solely your responsibility to make sure all the transaction details are accurate before submission.

9.6 Providing inaccurate details, will cause delays in processing your transaction or can lead to your transaction failing. Once a transaction has been submitted for processing it cannot be cancelled except by Blackthorn in accordance with Clause 13.2 and 13.5.

9.7 Before you confirm a foreign exchange transaction, we will provide you with the foreign exchange conversion rate that will be applied to your transaction and the fee we will charge for the transaction (the "Transaction Fee"), per Clause 9.8 below.

- 9.8 Upon confirming your intention to initiate a transaction, a unique transaction identification number will be generated providing You with funding instructions, including your bank account details, your Blackthorn Corporate Account Details or request you to provide your card details (if that is the payment method you have chosen), so that you can deposit the Transaction Fee.
- 9.9 For USD transactions, funds and your data will be processed in accordance with NACHAS Operating Rules, and your data will be verified in compliance with said rules. For more information, please review the following <https://www.nacha.org/rules/operating-rules>
- 9.10 The funds will be paid onto the Recipient bank account in the Receiving Country stated in the online Website or App. Once your Transfer has been accepted and the Transaction Amount and Transaction Fee has been received by Blackthorn Finance, we will aim to credit the Transaction Amount onto the Recipient bank account in the currency requested in the online form within the chosen delivery time.
- 9.11 Delivery times quoted on our Website and Application and in these Terms and Conditions are representative for the “average” service and are not a guarantee of an individual Service or Transaction timeframe. In particular our correspondent Banks have specified cut off timeframes for receipt and dispatch of electronic payments.
- 9.12 You acknowledge and agree that Blackthorn cannot be held liable for any delay in onward payment attributable to the late arrival of funds or instruction of payment related to the cut off times to a correspondent or designated bank.
- 9.13 Further to Clause 2.2, customers will be notified in advance of the 120 day timeframe for pay-outs on non-active accounts. Blackthorn expects any notification to be acted up with 24hour timeframe.

### **10. Future Dated Payments**

- 10.1 In accordance with the terms set out in Clause 9 heretofore, You may enter a future dated payments instruction ahead of funding. The payment instruction will only be executed if the account balance is sufficient. A transfer to another Account shall be executed at the beginning of the specified day (00:00 AM in accordance with the time zone of the server GMT+2). A transfer to a bank account external account is executed within terms specified in the System.
- 10.2 Subject to the provisions of Clause 9 above, in its entirety, ordinarily the settlement date occurs on the value date unless an end pay-out is prevented as a result of local payment system opening hours.
- 10.3 The value date is the intended date in which the transaction will take place, as requested by You in the payment instruction.

### **11. Exchange Rates**

- 11.1 The foreign exchange conversion rate shown during the Service is the rate applicable for currency conversion transactions done on that particular day and time.
- 11.2 The exchange rates specified during the Service may fluctuate from time to time in accordance with fluctuations in international exchange rate markets.
- 11.3 Each time you will use the Service to transfer money, the exchange rate and the fee we are charging for the Service will be made available to you before the transaction is completed.
- 11.4 When you initiate a transaction, we agree to transfer the Transaction Amount to the Recipient at the rate specified during the Service at that time.
- 11.5 The total amount (the Transaction Amount, Service Fee and other applicable fees and charges) that you will be required to pay and the relevant exchange rate will be displayed clearly on the Website and/or Blackthorn Application before you are asked to confirm your Transaction and proceeding with the Transaction at this point is entirely optional.
- 11.6 This exchange rate will apply even where there is a delay in processing your transaction. When you pay for a transaction in one currency and the Recipient is paid in another currency, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you.

## **12. Other fees, charges and interest**

- 12.1 If you submit a transaction that results in Blackthorn becoming liable for fees or charges, such as a chargeback or other fees, you agree to reimburse us for all such fees.
- 12.2 In order for us to collect payment from you, you authorise us to access, charge, or debit funds from, any of your Payment Instruments. For example, if there are insufficient funds in your Corporate Account at the time you submit your transaction, we may try to debit your Bank account or charge your credit card at a later time.
- 12.3 Blackthorn is not responsible for any charges applied by the Recipient's bank resulting from the receipt of funds into the Recipient's bank account.
- 12.4 You should contact the Recipient's bank directly for details about any such charges that may be applicable to the transaction.
- 12.5 We will have no responsibility for any fees or charges you may incur by the use of a particular Payment Instrument to fund a transaction. These may include but are not limited to unauthorised overdraft fees imposed by banks if there are insufficient funds in your bank account or "cash advance" fees and additional interest which may be imposed by credit card providers if they treat use of the Service as a cash transaction rather than a purchase transaction.

- 12.6 You will not be entitled to any interest for the period during which the funds to be remitted are with the Bank, or pending remittance or are in the course of remittance, or for any other period. Blackthorn may, at any time and at our sole discretion, limit the amount to be transferred, either on a per transaction basis or on an aggregated basis.
- 12.7 On certain occasions intermediary bank fees may be applicable. In such cases Blackthorn may refuse to cover the fees. Blackthorn is not liable for covering fees imposed by the bank of the Recipient.

### 13. Performance and Non-Performance of the Transaction

- 13.1 If we receive your payment instruction on a public holiday or at the weekend, we'll usually process your instruction on the next working day.
- 13.2 We may require additional documents or information in respect of a particular transaction. We will not be able to process such transaction if you do not provide the information or documents that we request.
- 13.3 Where a payment is partially or fully executed through a third party, Blackthorn will not be held responsible for any delay caused by the third party. We will, however, attempt to establish the cause of the delay and remediate it, where possible.
- 13.4 We do not have to carry out your instructions if:
- Your instructions are not complete or clear, or we do not think it came from you or someone authorised to give us the instruction on your behalf;
  - The balance in your account is insufficient to cover the payment. If the amount of money on account is insufficient in one currency, but there is a sufficient amount of money in another currency, the payment transfer shall not be executed until you convert the money to the currency of the payment (except for cases where you have ordered an automatic currency exchange feature or the transfer is intended for paying for goods or Services via the System).
  - You attempt to make a payment to an account that cannot accept payments through the payment system we normally use. In this case, we will tell you if there is any other way to make the payment – there may be a charge for other methods.
  - You operate your account while physically located in certain countries, we may not be able to offer you other products, or may decline transactions, or may later withdraw your account.

In such an event, you acknowledge there might be a delay in processing such payment instruction.

- 13.5 We reserve the right to refuse to perform a Transaction (including after Confirmation) if:
- We are unable to obtain satisfactory evidence of your identity;
  - You provide us with false, incorrect or incomplete information;
  - We are unable to reach you via contact details provided by you;

- Your transfer instruction, information or documentation is not provided sufficiently in advance to allow us to process it in accordance with your request;
- We have reason to believe that processing any such payment or Instruction would violate anti-money laundering or counter-terrorism financing laws, rules or regulations;
- We reasonably believe there may be fraudulent activity or other financial crime affecting you, any Sender or Payee, any money we hold to your account, or any payment;
- You or the order you placed are in breach of any applicable laws or regulations or are made for a Prohibited Purpose;
- Processing the Transaction in accordance with your instruction may expose us to liability;
- We are unable to process your Transaction due to variations in business hours, currency exchange or currency availability issues or due to any Force Majeure Event;
- We are obliged to do so by any law, regulation court order or instruction from an ombudsman, regulator or governmental body;
- You are subject to an order relating to your bankruptcy, or you have entered into a voluntary agreement with your creditors; or
- there is a dispute (which we reasonably believe is genuine) about who owns, or is entitled to, any e-money held by us to your account. This includes (but is not limited to) the situation where a Sender makes a request for a refund of funds the Sender has sent to us for your account, or we are made aware that the Sender has made a claim against you for return of those funds;
- You are in breach of these Terms and Conditions;
- We have reason to believe that any of the foregoing has occurred or is likely to occur; or
- A Compliance Officer has taken a discretionary decision to do so.

13.6 We shall notify you of any exercise of our rights in this clause, including the reasons thereof and any follow-up procedure for correction, unless prohibited by applicable laws and regulations.

13.7 We shall not be liable for any damages, costs or losses incurred by the Sender or the Recipient or any third party if, as a result of any of the circumstances referred to in clause 13.4, 13.5 and 15.1, we fail to complete the transfer of funds in accordance with a Payment Instruction.

13.8 We can charge a fee for refusing any payment or Instruction. Where such a fee applies, it will be set out in the Application or on our Website.

### **14. Credit Errors**

14.1 In the unlikely event of an error, you are obliged to notify Blackthorn as soon as you notice that funds have been credited to your account in error, and to return the funds no later than one Business Day after noticing. You shall not have any rights to dispose of funds that have been credited to your account in error.

14.2 In accordance with 14.1, we have the right and your consent to deduct any erroneous credit to your account from the balance on your account.

14.3 Should the balance on your Account be insufficient to debit the money credited in error, you unconditionally commit to reimburse Blackthorn the funds that have credited in error within three Business Days from the receipt of such request from us.

**15. Debit Errors**

15.1 You are responsible for ensuring that you give us correct instructions; if you give us incorrect instructions or mistakenly instruct us to make the same payment more than once, we may not be able to get the money back.

15.2 We will endeavour to recall erroneous payments. We will charge a fee for tracing, recalling or cancelling a payment.

15.3 If we cannot get the money back, you can request the relevant information we have about the transaction to help you reclaim the money. We will provide this information on receiving a written request from you, unless the law prevents us doing so.

**16. Authorised Users and Permitted Users**

16.1 As part of the account creation process, you will notify us in writing of the names, job titles and contact details of your Personnel and any Direct Third-Party Service Providers who you nominate and authorise on your behalf;

- to act as your primary points of contact for all issues relating to your relationship with us, this Agreement and the Services (each an “Client Administrator”); and
- to administer and manage your use of and access to Blackthorn Portal(s) and Application (each an “Authorised User”)

You may change a Client Administrator or an Authorised User provided that you provide us with prior written notice of such change. We may require you to replace any Client Administrator or Authorised User with an alternative person if we ask you to do so.

The Client Administrator has the authority to create the following roles:

Client Administrator	<ul style="list-style-type: none"> <li>• Able to create users and assign roles to any user</li> <li>• Roles that cannot be assigned include Administrator and Super User</li> </ul>
Treasurer	<ul style="list-style-type: none"> <li>• Able to activate and deactivate institutional activities, effectively enabling or disabling the client’s ability to receive messages and transactions from Blackthorn</li> <li>• Where applicable, can enable or configure any related data feeds (i.e. FX margin, transaction fee)</li> </ul>
Payment Operator	<ul style="list-style-type: none"> <li>• Able to access the underlying activities of the client, such as reviewing liquidity balances and specific transactions</li> <li>• Able to access reconciliation tools</li> <li>• Able to view and search for transactions</li> </ul>

Security Operations (Sec Ops)	<ul style="list-style-type: none"> <li>• Able to receive and review security specific warnings being communicated Blackthorn systems</li> </ul>
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## 17. Access Control

- 17.1 You shall ensure that all operators (including contingency operators) log on at least once a month to ensure that passwords are kept up to date.
- 17.2 You shall ensure that the allocations of privileges is restricted and controlled. Access rights must be reviewed by the client's management at regular intervals.
- 17.3 You shall review, at least annually, their access permissions and roles and must have appropriate policies and procedures in respect of how roles are assigned to new staff, changed for existing staff and revoked for staff leaving your company.

## 18. Client warranties

- 18.1 You hereby represent and warrant (which representations and warranties shall be deemed to be repeated by you on each date on which a transaction is entered into under this Agreement) that: You have full power and authority to execute and deliver the Agreement, each transaction and any other documentation relating thereto, and to perform your obligations under the Agreement and each transaction and have taken all necessary action to authorise such execution, delivery and performance;
- 18.2 Any such execution, delivery and performance will not violate or conflict with any law applicable to you, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting you or any of your assets or oblige you to create any lien, security interest or encumbrance;
- 18.3 All governmental, regulatory and other consents that are required to have been obtained by you in relation to the Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been complied with;
- 18.4 Your obligations under the Agreement constitutes your legal, valid and binding obligations, enforceable in accordance with their respective terms;
- 18.5 You will comply with all laws, rules, regulations and disclosure requirements of any relevant jurisdiction, exchange, market or regulatory authority which apply in respect of us, you or your investments from time to time;
- 18.6 You will promptly give (or procure to be given) to us such information and assistance as we may reasonably require to enable us to assist or achieve compliance with any of the obligations in relation to your account or our services;

## 19. Changes to this Agreement

- 19.1 We can make changes to the Agreement for any of the following reasons:

- to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
- to reflect any changes in our business organisation (for example, if we merge with another organisation or transfer our business to another organisation) or the Service Providers we use;
- to provide you with extra benefits or additional services;
- to reflect (in a proportionate way) changes in our costs in providing our services, for example changes in market conditions, technology costs, inflation and/or the costs of providing facilities.
- to reflect (in a proportionate way) any cost associated with any new product or service we introduce, or any new feature on an existing product or service, or any change in the Service Providers we use;
- to make the terms clearer or fairer to you, or to benefit you.

19.2 We can also introduce, increase, decrease or abolish transaction limits for certain types of payments made to or by you using our Services from time to time. We may do this for any of the following reasons:

- to comply with law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection and/or the security of payment and financial systems;
- to take account of and address risks we have identified in the payments that our customers are receiving or carrying out, or to anticipate any such risks arising; or
- to reduce the risks of financial crime.

19.3 We may publish details of transaction limits on our Website, or details may be available from us on request.

19.4 Whenever we decide to make a change, we will act reasonably, and any change will be proportionate to the circumstances giving rise to the change.

19.5 As our Agreement with you may last for a long time and we cannot anticipate everything that might happen during that time, we may also need to make changes for other justifiable reasons. If we do so, we will explain the reason to you when we tell you about the change.

19.6 Blackthorn will give you notice of the change one (1) month prior to the change where:

- we change the terms and conditions which deal with the way payments can be made by you or to you, or into or out of your Blackthorn Corporate Account;
- we make a change to your disadvantage; or
- we introduce a new Service Fee or charge.

19.7 In these circumstances, you can ask us close any account you hold with us, at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not ask us to do this, you will be treated as having accepted the change.



19.8 The following are circumstances where we can make a change to the Agreement more quickly (including immediately), without giving you prior notice. In these circumstances you will not have the right to close your Corporate Account without giving the usual notice. The circumstances are:

- where we are obliged to make the change due to compliance with law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
- where we are obliged to introduce, increase, decrease or abolish a transaction limit urgently, for any of the reasons explained in Clause 19.2. In addition, we may not be able to give you notice of the change where we reasonably believe doing so might compromise the security of our systems;
- where we introduce a new service or functionality (and even if we introduce new charges for that service), provided the introduction of the new service does not affect your use of our existing services; or
- where the exchange rates we use when converting one currency change. These rates change frequently intra-day.
- In the case of all other changes apart from those set out in clauses 19.6 and 19.7, we can make the change immediately, without giving you notice. Instead, we will update the copy of the Agreement on our Website and Application. You will be asked to accept the new terms when you log in but should check our Website regularly so that you are familiar with the up-to-date terms of your Agreement.

## 20. Closure and Termination

20.1 You can terminate the Agreement on three month's (90 Days) written notice, unless we have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) we have not put this right within a reasonable period of time requested by you. In this case, you can terminate the Agreement with immediate effect.

20.2 We can terminate the Agreement upon three months' notice, except as provided for in clause 11.3.

20.3 We can terminate the Agreement with immediate effect if you:

- become, or we reasonably believe or become aware you are likely to become, insolvent or are declared bankrupt;
- You file for a suspension of payments or debt restructuring and/or a suspension of payments or debt restructuring is granted ;
- have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) you have not put this right within a reasonable period of time requested by us;
- through any means of communication intimidate, harass or threaten us, our employees, officers, agents, Service Providers or customers with violence, property damage or any other offensive, indecent, discriminatory or hateful material;

- breach or attempt to breach the security of our Application or Website or our Services (including, but not limited to, modifying or attempting to modify any information; unauthorised logins, unauthorised data access or deletion; interfering with the service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way); or
- are, in our reasonable belief, using the Website and/or any of our Services in connection with fraudulent, illegal, unethical, immoral or Prohibited activity, or to promote or support discriminatory, extreme or offensive practices, or permitting or encouraging a third party to do any of these things.
- we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulatory or government body, or we reasonably believe that a court order is, or instructions from an ombudsman, regulatory or government body are, likely to be given; or
- we reasonably believe that the way in which you are using some or all of our Services might expose us to any sanction, penalty, fine, censure, direction or order from any court, ombudsman, regulatory or government body.
- we become aware of a dispute over the operation of your Account or the ownership of funds on your account or that an interest in your Account has been claimed by a third party;
- you do not accept an amendment to the Agreement or other Terms.
- You fail to pay fees, per the Fees Schedule when they fall due.

20.4 If you wish to close your account, any money held on your account will be transferred to a bank account or to an account held with another electronic payment system as indicated by you. Any applicable fees (fees for services provided by us and other unpaid amounts, including but not limited to, fines and damages incurred by us due to the breach of the Agreement or other obligations committed by you, which have been imposed by international payment card organizations, other financial institutions and/or state institutions) will be deducted from your balance prior to transferring the funds. In the event of a dispute between you and us, the funds under dispute will be retained until the dispute is resolved.

## 21. General

- 21.1 Termination of our agreement under these Terms and Conditions does not affect your or our accrued rights and obligations at the date of termination.
- 21.2 A failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 21.3 In case any provision in or obligation under these Terms and Conditions shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 21.4 You may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under these Terms and Conditions.

- 21.5 Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you.

## 22. Intellectual Property

- 22.1 The Blackthorn Website and its Application, the content, the name Blackthorn Finance and other names, logos, signs, domain names, email addresses and other indications of origin displayed on the Website or the Application relating to our products and/or services and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, design right, trademarks, ) (“IPRs”) are owned by us, our affiliates, subsidiary companies or third party licensors. You shall not acquire any right, title and interest in and to the Website and the Application shall remain our property of such other third parties.
- 22.2 You may use the Website and the Application only for the purpose of the bona fide use of our Service as a corporate customer and only permitted by these Terms and Conditions. You may not duplicate, publish, modify, create derivate works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Website, the Application or any portion thereof for any public or commercial use without our express permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Website or the Application or to use the Service and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Website (or printed pages of the Website).

## 23. Information Published Online

- 23.1 Some information is available through the Blackthorn website and APPs. While Blackthorn produces or obtains such information from publicly available sources generally considered reliable, it cannot verify its accuracy or completeness. You should not rely on the Blackthorn’s websites as a primary source of information as the information may not be up to date. Use of the information on the Company’s websites and Apps is entirely at your own risk.
- 23.2 Knowledge Based Videos: the material on the knowledge based videos are made at your disposal for the purpose of enabling Blackthorn customers (prospective and existing) to depict, at a high level, how Blackthorn services are proposed to work end to end. It should not be referred to or used for any other purpose. This material may include guidelines, recommendations or data interpretation. You are solely and exclusively responsible for deciding any particular course of action or omission and for implementing any actions or taking any business decision on this basis. Blackthorn Finance Limited disclaims all liability with regards to such actions or decisions and their consequences.

## 24. Confidential Information

- 24.1 You agree to take all necessary precautions when sending Blackthorn Finance Limited confidential information. You agrees to maintain the confidentiality of confidential information received from us.
- 24.2 We may store, reproduce, download or transmit confidential information through any website, internet server or other secured means for the client's use or retrieval. We will use adequate security, encryption and authentication procedures/software to prevent any unauthorised third-party disclosure.
- 24.3 We may transmit or accept confidential information by means it deems appropriate to and from customers or third parties if:
- We consider it necessary to provide the services.
  - It is consistent with market practices.
  - There is no other means of transmitting or receiving such confidential information.
  - There is a contingency situation.
- 24.4 We accept no liability for the consequences of a third party intercepting confidential information or when we or any third-party provider is required to disclose confidential information in accordance with local Regulation.

### 25.Outsourcing

- 25.1 Some of the services the Company offers are provided with the help of or are outsourced to third-party providers. Such third-party outsourcing may include solutions such as software as a service, cloud computing, external hosting, deployment management, technical service provision or similar solutions and may be located anywhere in the world. The Customer may, upon request, obtain a list of concerned countries. Such list may change from time to time.
- 25.2 Such solutions will be governed by applicable law relevant to the jurisdiction in which they are carried out or where the third-party provider may be located. They may lead to additional obligations and responsibilities including, but not limited to, the disclosure of information.
- 25.3 The Company has put in place policies and internal risk procedures to ensure that the necessary steps are taken to assess and manage any risks that arise from such outsourcing. Amongst other things, the Company ensures that security measures are in place to maintain the confidentiality and integrity of its information and data.

### 26.Acceptance of Currencies

- 26.1 Blackthorn may:
- Accept any currency as a Settlement Currency that is recognised by an issuing Central Bank.
  - Determine the use of a Settlement Currency within its platform.
- 26.2 Settlement Currencies are available on the Company's website. Settlement Currencies can be identified by the three-letter "ISO" (International Organisation for Standardisation) code.
- 26.3 For some settlement currencies, specific rules may apply. These can be found on the Blackthorn's website
- 26.4 We reserve the right in its sole discretion and without notice:

- Not to accept a currency as a Settlement Currency within the Blackthorn platform.
- To withdraw acceptance of any Settlement Currency previously accepted.
- To refuse to deliver any transaction into Blackthorn platform of a Settlement Currency it regards that delivering of such Settlement Currency could not be in the best interests of our clients generally.

### **27.Limitations of Liability**

- 27.1 We will provide the Service using reasonable care and diligence.
- 27.2 We will use reasonable endeavours to make the Service available except for: planned maintenance, for which 24 hours' notice will be given by placing a notice on our Website or Application or by providing you an alert through the Service;
- 27.3 Or unscheduled maintenance during normal business hours (UK time) or otherwise, for which we will use reasonable endeavours to give you advance notice by placing a notice on our Website or Application via Intercom, or by providing you an alert through the Service.
- 27.4 The Service is provided on an “as available” and “as is” basis. This means that we are unable to promise that your use of the Service will be uninterrupted, without delays, error-free or meet your expectations and we do not give any commitment relating to the performance or availability of the Service in these Terms and Conditions and, to the extent we are able to do so, we exclude any commitments that may be implied by law.
- 27.5 We will also not be responsible, to the extent permitted under any applicable law, for any delay in performing any transactions or any of our other obligations if this is caused by circumstances beyond our control, such as changes in the law, withdrawal of a foreign currency, strikes or labour disputes, imposition of sanctions over a beneficiary or natural disaster.
- 27.6 We will notify you as soon as we can if we are unable to perform a transaction for any of these reasons and will use reasonable measures to secure the return of any money paid by you.
- 27.7 To the extent permitted under any applicable law, in no event shall Blackthorn Finance, our subsidiaries, officers, agents, partners, or employees be responsible to you in any way beyond the sum of £500.00 (in addition, when applicable, to refunding the transaction amount and transaction fees).
- 27.8 Subject to 27.7 above, Blackthorn Finance Limited maintains contractual relationships with its Authorised Representatives, Muniy Limited [FRN 933025] with an address at Kemp House, 152-160 City Road, London, EC1V 2NX, Key to Pay Limited United House, 9 Pembridge Road, London, England, W11 3JY, [FRN929483] and FXPig Payments UK Limited [FRN931431] with an address of 272 Bath Street, Glasgow, Scotland, G24JR.

- 27.9 However, in the event that we make a payment transfer that is not in accordance with your instructions (for example, we send the transfer to the wrong Recipient), we will refund you that payment in full.
- 27.10 For security reasons, we recommend that you only send money through the Service to people you know personally.
- 27.11 If you choose to pay third parties for goods and services using the Service, you acknowledge that Blackthorn Finance has no control over, and is not responsible for, the quality, safety, legality, or delivery of such goods or services and that any such use of the Service is entirely at your own risk.

### **28. Reports Provided to Auditors**

- 28.1 If we receive a request, duly authorised by a customer, from its auditors, we will provide them with all aspects of the customer's position via a standard report. We will also send the customer a copy of the report upon request.
- 28.2 You acknowledge that data in reports sent by email may be of a confidential nature and that emails, by their nature, may be intercepted, altered by or misdirected to third parties. You agree that use of emails in this respect is at your own risk. We accept no liability for any consequence arising from the issue of emails for the purpose of sending these reports.

### **29. Governing law and jurisdiction; redress**

- 29.1 These Terms and Conditions and our agreement under these Terms and Conditions and all matters arising from or connected with these Terms and Conditions and our agreement are governed by English law.
- 29.2 To the extent that you are deemed to be a consumer as defined by the Consumer Rights Act 2015, the Agreement will not affect your rights and will only apply to the extent permitted by law. We will treat you as our Client and we have no obligation and accept no liability to any other person for whom you may be acting as an agent, intermediary or fiduciary (whether or not the existence or identity of such person has been disclosed to us) and your obligations to us shall not be diminished in any way by reason of your so acting.
- 29.3 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions and our agreement under these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity. You may also be eligible for redress for any dispute and matter arising out of or in connection with these Terms and Conditions through the dispute resolution mechanism provided by the Financial Ombudsman Service (please see Clause 16, below for further details).

### 30. Help and information; complaints

- 30.1 If you have any queries or require a copy of these Terms and Conditions (or any document comprised in them), please contact us using the contact details in clause 1.1 of these Terms and Conditions.
- 30.2 We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. However, if you are unhappy and would like to make a complaint, please refer to our Complaints Policy for details of our internal process for dealing with complaints promptly and fairly. Our Complaints Policy is available on our Website or by contacting our customer service team at:

Customer Service and Complaints Dept

Blackthorn Finance Limited  
74 Back Church Lane, London, E1 1LX  
Phone: +44 (0)2080370936  
Email: [help@blackthorn.finance](mailto:help@blackthorn.finance)

We will then investigate the matter and try to reach a satisfactory conclusion. Complaints are recorded and monitored for our internal use; we may submit an anonymised summary of complaints made to us during a particular period of time to our regulator. If you are not happy with our final response or if we have not concluded our investigation after 8 weeks, you may be able to refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

- 30.3 These Terms and Conditions are agreed and accepted by you if you sign up and register to use the Blackthorn' services.
- 30.4 These Terms and Conditions are agreed and accepted by you each time you accept the terms and conditions by checking the box on our website, when you sign up on our website, and by using APP or platform.