

## Introduction

Welcome to Remit One, a provider of money transfer solutions to the remittance industry. We're excited to have You here but before You start using our Services, we do need You to look through and accept these Terms. We've done our best to explain it all without using too much jargon, so it's clear what You can expect from us and what we expect from You.

These General Terms together with our Service specific Terms are intended to explain our obligations as a service provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

Remit One's Services will evolve over time based on user feedback and continuous enhancement. These Terms are not intended to answer every question or address every issue raised by the use of Remit One's Services. Remit One reserves the right to change these terms at any time, effective upon the posting of modified terms, and Remit One will notify You of changes via email or notification via the Website.

It is likely these terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering or requesting to use the Services You acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person or entity for whom You are using the Services.

You are deemed to have agreed to these Terms and You confirm you have full authority to enter into these Terms on behalf of any entity for whom You use the Services.

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## 1. Definitions

**"Agreement"** means these terms of use, and any associated or referenced Policies and Conditions. "Terms" has a corresponding meaning.

**"Business Day"** means Monday to Friday, excluding regional and public holidays, between the hours of 09:00 to 17:30 UK time.

**"Confidential Information"** includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

**"Data"** means any information inputted by You or with Your authority into the System.

**"Fee"** means the monetary payment in exchange for Services (excluding any taxes, duties, or other deductions) payable by You in accordance with the Fee Schedule. "Fees" has a corresponding meaning.

**"Fee Schedule"** means the information relating to Fees for Services set out on the Remit One's billing pages, or any other page(s) on the Website notified by Remit One or provided in an Order Confirmation.

**"Intellectual Property"** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**"Invited User"** means any person or entity, other than the Subscriber, that uses the Services with the authorisation of the Subscriber from time to time. "Invited Users" has a corresponding meaning.

**"Order Confirmation"** means the quotation document confirming the Services ordered, their corresponding Fee, and estimated delivery date where applicable.

**"Remit One"** means Remit One Limited which is a company incorporated in England with company number 06446656 with its registered office at Studio 15 Monohaus, 143 Mare Street, London E8 3FW, UK and all current and future global subsidiaries of Remit One Limited.

**"Services"** means the online money transfer management service and related mobile applications, Websites, software, application support, and other consulting and bespoke development services made available (as may be changed or updated from time to time) by Remit One.

**"Subscriber"** means the person who registers to use the Services, and, where the context permits, includes any entity on whose behalf that person registers to use the Services.

**"Support Portal"** means our support Website available at support.remitone.com.

**"System"** means the software application(s) that are used to provide the Services.

**"Transaction"** means a record in any of the transactions tables of the System regardless of the status, which captures the details of a single transfer or a currency exchange.

**"Website"** means the Internet site at the domain or sub-domain remitone.com or any other site operated by Remit One.

**"You"** means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

**"Incident"** means an unplanned interruption to a System or a significant reduction in the quality of the System.

**"Request"** means a formal request for something to be provided - for example, a request for information or advice.

**"Response Time"** means the interval between the presentation of an issue and the determination of a path to resolution.

Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender.

## 2. Privacy

Remit One maintains a privacy notice that sets out the parties' obligations in respect of personal information. You should read that notice at [www.remitone.com/legal/#privacy-notice](http://www.remitone.com/legal/#privacy-notice) and You will be taken to have accepted that notice when You accept these Terms.

## 3. Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms; and
- each party's obligations under this clause will survive termination of these Terms.
- The provisions of this clause shall not apply to any information which:
- is or becomes public knowledge other than by a breach of this clause;
- is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- is independently developed without access to the Confidential Information.

#### 4. Paid Services

Remit One may offer Services to be paid for on a onetime basis, recurring basis, on an as-used basis or a combination thereof, and these Service Fees must be paid automatically. You authorise Remit One to collect Service Fees by continuous payment authority automatically from your linked credit or debit card. Where we are unable to collect Service Fees by continuous payment authority, You agree to make a direct bank transfer to reach us in full before the due date of the relevant invoice, without any deductions for transfer or currency exchange charges, taxes or duties, set-off, counterclaim, discount, abatement or otherwise. No Fees shall be deemed to have been received until we have received cleared funds.

You agree to pay the applicable Service Fees listed on the Fee Schedule for the Services that You have registered or requested for. All Fees are exclusive of any value added tax ('VAT'). Remit One reserves the right to charge VAT should there be a change in tax law or in the approach of the relevant authorities.

Remit One reserve the right to change the Fee Schedule and any pricing detailed in Order Confirmations upon 90 days advance written notice. You will be deemed to have accepted the changes unless you notify us to the contrary before the changes come into force. You have the right to terminate the Terms of the applicable Services immediately before the proposed date of entry into force of the revised Fees of the Services in use. All Fees to be collected or paid in respect of the Services are non-refundable and denominated in pound sterling.

All invoices for Fees will be sent to You or to a Billing Contact whose details are provided by You, by email. Remit One will continue invoicing You in accordance with the Fee Schedule until this Agreement is terminated in accordance with the termination clause of each Service.

#### 5. Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

#### 6. Breach

If You:

- breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied; or
- breach any of these Terms and the breach is not capable of being remedied which includes (without limitation) any payment of Service Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or
- You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed to any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction;

Remit One may take any or all of the following actions, at its sole discretion:

- suspend for any definite or indefinite period of time, Your use of the Services and the System;
- suspend or terminate access to all or any Data;
- terminate this Agreement and Your use of the Services and delete the System and Data;
- take any of the actions in clause 6 in respect of any or all other persons whom You have authorised to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Service Fees due in relation to any of Your Services is not made in accordance with the requirements set out in the Fee Schedule, Order Confirmation or invoice, Remit One may:

- restrict, suspend or terminate Your use of the relevant Services, the authority for all or any of Your Invited Users to use the Services, or Your rights of access to all or any Data; and

- charge You a reminder Fee listed in the Fee Schedule for each payment reminder after the due date of the relevant invoice. A re-sent invoice, a statement of account, an email, or a telephone conversation or voicemail left constitutes a reminder for the purpose of this clause.

## **7. Notices**

Any notice given under these Terms by either party to the other must be in writing and may be delivered by personal delivery, post or email. Notices to Remit One must be to our address above or sent to [billing@remitone.com](mailto:billing@remitone.com) or to any other email or address notified to You by Remit One. Notices to You will be sent to the email address You provided when setting up Your access to the Service.

## **8. Third Party Products & Services**

You may be offered services, products and promotions provided by third-parties and not Remit One. If You decide to use third party services you will be responsible for reviewing and understanding the terms and conditions for these services. Remit One is not responsible for the performance of any third-party services. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement or recommendation by Remit One. Such third-party websites are not governed by these Terms. You access any such website at your own risk. Remit One expressly disclaim any liability for these websites. When you use a link to go from the Services to a third-party website, Remit One's Privacy Policy is no longer in effect. Your browsing and interaction on a third-party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

Except as expressly set out in these Terms, all third-party hardware, software and other products and services included or sold with the Services are provided solely according to the warranty and other terms specified by the third party, who is solely responsible for service and support for its product or service. For service, support or warranty assistance for other third-party products or services, you should contact the third party directly.

## **9. Accrued Rights**

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- immediately cease to use the Services and Website.

## **10. Entire Agreement**

These Terms, together with Remit One's Policies and the terms of any other notices or instructions given to You under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Remit One relating to the Services and the other matters dealt with in these Terms.

## **11. Waiver**

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

## **12. Delays**

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

## **13. No Assignment**

You may not assign or transfer any rights to any other person without Remit One's prior written consent.

## 14. Communication Conditions

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the System, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. Remit One is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Remit One does reserve the right to remove any communication at any time in its sole discretion.

## 15. Intellectual Property

Any drawing, photographic material of any description, catalogue, literature, leaflets, blueprints, quotations, ideas, processes, compiled code, compiled graphics including but not limited to flash content and all or any other documents produced for the purpose of providing the Services and all Intellectual Property rights in the same shall remain the exclusive property of Remit One.

You undertake not to copy, adapt, reverse engineer, decompile or disassemble the Services in whole or in part or replicate (or seek to do so) its functionality in whole or in part or otherwise take any step to exploit the Services for Your own benefit or that of any third party and further You undertake not to permit any other person to do so. You shall be granted a revocable licence to use the Intellectual Property rights for the duration of this Agreement.

## 16. Indemnity

You will indemnify Remit One against any claims or loss relating to:

- Remit One's refusal to provide any person access to Your information or Data in accordance with these Terms; and
- Remit One's making available information or Data to any person with Your authorisation.

The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.

Remit One does not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Remit One is not in any way responsible for any such interference or prevention of Your access or use of the Services.

It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

Each party shall indemnify the other party, against any third-party claim alleging injury, death or damage to tangible property caused by the negligence or wilful misconduct of the indemnifying party in connection with the performance of this Agreement provided that such claim is promptly reported to the indemnifying party in writing.

## 17. Limitation of Liability

Save as otherwise provided in this Agreement, Remit One shall in no circumstances have any liability for economic loss whether direct or indirect nor for any indirect or consequential loss (including in each case and without limitation any loss of profit, future revenue, reputation, goodwill or anticipated savings) of You for any liability of Yours to any other person for any such economic, indirect or consequential loss nor for any claim for damages or awards howsoever arising.

To the maximum extent permitted by law, Remit One excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Services or Website.

If You claim to suffer a direct loss or damage as a result of Remit One's negligence or failure to comply with these Terms, any claim for direct losses by You against Remit One arising from Remit One's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Fees paid by You in the previous three months.

Any limitation of liability set out in the Agreement shall not apply so as to restrict either party's liability for death or personal injury resulting from either party's or that party's employees, agents or sub-contractors negligence or fraud.

The parties hereby acknowledge and agree:

- that the limitations and exclusions of liability set out in this Clause are fair reasonable for the purposes of the Unfair Contract Terms Act 1977;
- the terms and conditions of the Agreement have been open to negotiation and represent the outcome of such negotiation (whether or not any change has been made to the terms and conditions during the course of such negotiation); and
- each party's obligations under the Agreement are fair and reasonable.

If You are not satisfied with the Services, Your sole and exclusive remedy is to terminate these Terms in accordance with the termination clause of each Service.

## **18. Expiry & Termination**

Clauses 9, 10, 11, 15, 16, 17, 19, 20 and 21 survive the expiry or termination of these Terms.

## **19. Rights of Third Parties**

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

## **20. Consumers**

Remit One Services are not intended for consumer use (i.e., use for personal, family or household purposes).

## **21. Governing Law & Jurisdiction**

This Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.

## Introduction

These On Cloud Terms together with our General Terms are intended to explain our obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

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## 1. Use of Software

Remit One grants You the right to access and use the Service via the System with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- the Subscriber determines who is an Invited User and what level of user role access to the relevant Service that Invited User has;
- the Subscriber is responsible for all Invited Users' use of the Service;
- the Subscriber controls each Invited User's level of access to the relevant Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be; and
- if there is any dispute between a Subscriber and an Invited User regarding access to the Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

## 2. Setup and Training

Remit One maintains a setup and training policy that sets out the parties' obligations in respect of the setup and training of the Service. You should read that policy at [www.remitone.com/legal/#setup-training-policy](http://www.remitone.com/legal/#setup-training-policy) and You will be taken to have accepted that policy when You accept these Terms.

## 3. General Obligations

You must only use the Service for Your own lawful business purposes, in accordance with these Terms and any policies and conditions sent by Remit One or posted on the Website. You may use the Service and System in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons to whom services are provided comply with and accept all terms of this Agreement that apply to You.

## 4. Access Conditions

You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Remit One of any unauthorised use of Your password or any other breach of security, and Remit One will reset Your password and You must take all other actions that Remit One reasonably deems necessary to maintain, or enhance the security of Remit One's computing systems and networks and Your access to the Service.

As a condition of these Terms, when accessing and using the Service, You must:

- not attempt to undermine the security or integrity of Remit One's computing systems or networks or, where the Service is hosted by a third party, that third party's computing systems and networks;

- not use, or misuse, the Service in any way which may impair the functionality of the Service or System, or other systems used to deliver the Service or impair the ability of any other user to use the Service or System;
- not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Service is hosted;
- not transmit, or input into the System, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the System except as is strictly necessary to use either of them for normal operation.
- not repackage, resell, lease, sublicense or provide our Service in any way not expressly permitted.

## 5. Usage Limitations

Use of the Service may be subject to limitations, including but not limited to monthly Transaction volumes, number of entities and entity types, and the number of calls You are permitted to make against Remit One's application programming interface (API). Any such limitations will be advised.

## 6. Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of Remit One's Fee when due. You grant Remit One a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Service, perform anonymised analytics of the System usage and/or Data and for any other purpose related to provision of Service to You.

## 7. Backup of Data

You must maintain copies of all Data inputted into the System. Remit One adheres to best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Remit One expressly excludes liability for any loss of Data no matter how caused.

## 8. Third Party Applications & Your Data

If You enable third-party applications for use in conjunction with the Service, You acknowledge that Remit One may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Service. Remit One shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

## 9. Your Obligations

You warrant that where You have registered to use the Service on behalf of another person or entity, You have the authority to agree to these Terms on behalf of that person or entity and agree that by registering to use the Services You bind the person or entity on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

You are authorised to use the Service and the system and to access the information and Data that You input into the System, including any information or Data input into the System by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the System and the Service (whether that information and Data is Your own or that of anyone else).

Remit One has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Service or access the System on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

- You are responsible for ensuring that You have the right to do so;



- You are responsible for authorising any person who is given access to information or Data, and you agree that Remit One has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
- You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the System will comply with laws applicable to you (including any laws requiring you to retain records).

## 10. Warranties

Remit One gives no warranty about the Service. Without limiting the foregoing, Remit One does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

Remit One warrants that the Service will be provided with reasonable care and skill. If this warranty is breached, you must notify Remit One as soon as possible. You must give Remit One a reasonable time to fix the problem, which solution may include (a) supplying you with a reasonable way to work around the problem that is not materially detrimental to you; or (b) re-performing any relevant Service. Remit One will attempt to fix any such problems without any additional charge to you.

## 11. Consumer Guarantees

You warrant and represent that You are acquiring the right to access and use the Service for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Service, the System or these Terms.

## 12. Service Availability

Whilst Remit One intends that the Service should be available 24 hours a day, seven days a week, it is possible that on occasions the Service or System may be unavailable to permit maintenance or other development activity to take place.

Remit One maintains an update policy that sets out the parties' obligations in respect to the updates of the Service. You should read that policy at [www.remitone.com/legal/#update-policy](http://www.remitone.com/legal/#update-policy) and You will be taken to have accepted that policy when You accept these Terms.

If for any reason Remit One has to interrupt the Service for longer periods than Remit One would normally expect, Remit One will use reasonable endeavours to publish in advance details of such activity on the Website and notify you by email.

## 13. Service Level Agreement

Remit One warrants for the duration of these Terms to provide a minimum uptime dependant on the System edition (see table below), measured for each calendar month. In the event of an unplanned downtime resulting in Remit One not meeting the minimum uptime commitment, Remit One will upon request refund 5 hours of Service Fee for every 60 minutes of downtime of the relevant month - up to a maximum value equal to your monthly Service Fee. Any refund offered under this clause will be allocated as a credit against your billing account.

System Edition	Standard	Professional	Enterprise
Minimum Uptime	95%	97.5%	99.9%

## 14. Duration & Termination

These Terms will continue for a minimum period of twelve months from the date of the first invoice/billing period, thereafter, at the end of each billing period these Terms will automatically continue for a rolling monthly period, provided You continue to pay the prescribed Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least ninety (90) days advance written notice.

You shall be liable to pay all relevant Fees up to and including the day of termination of these Terms.

Upon the expiry or termination of these Terms all Data and configurations settings stored on the System will be permanently deleted.

## Introduction

These On Premise Terms together with our General Terms are intended to explain our obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

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## 1. Use of Software

Remit One grants You the right to access and use the Service via a single production instance of the System with the particular features available to You according to Your Order Confirmation. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- the Subscriber determines who is an Invited User and what level of user role access to the relevant Services that Invited User has;
- the Subscriber is responsible for all Invited Users' use of the Services;
- the Subscriber controls each Invited User's level of access to the relevant Services at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be; and
- if there is any dispute between a Subscriber and an Invited User regarding access to any Services, the Subscriber shall decide what access or level of access to the relevant Data or Services that Invited User shall have, if any.

## 2. Setup and Training

Remit One maintains a setup and training policy that sets out the parties' obligations in respect of the setup and training of the Service. You should read that policy at [www.remitone.com/legal/#setup-training-policy](http://www.remitone.com/legal/#setup-training-policy) and You will be taken to have accepted that policy when You accept these Terms.

## 3. General Obligations

You must only use the Service for Your own lawful business purposes, in accordance with these Terms and any policies and conditions sent by Remit One or posted on the Website. You may use the Service and System in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons to whom services are provided comply with and accept all terms of this Agreement that apply to You.

## 4. Access Conditions

You must ensure that all usernames and passwords required to access the Services are kept secure and confidential.

As a condition of these Terms, when accessing and using the Service, You must:

- not misuse the Service in any way which may impair the functionality of the Service or System, or other systems used to deliver the Service or impair the ability of any other user to use the Service or System; and
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Service or to operate the System except as is strictly necessary to use either of them for normal operation.

- not repackage, resell, lease, sublicense or provide our Service in any way not expressly permitted.

## 5. Usage Limitations

Use of the Service may be subject to limitations, including but not limited to monthly Transaction volumes, number of entities and entity types, and the number of calls You are permitted to make against Remit One's application programming interface (API). Any such limitations will be advised.

## 6. Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, You grant Remit One a licence to use, copy, transmit and store anonymised portions of Your information and Data for the purpose of performing anonymised analytics of the System usage and/or Data.

Where Remit One is unable to collect this data automatically, You agree to provide Remit One with this anonymised analytical data via an XML/CSV download from the System information page, by emailing [billing@remitone.com](mailto:billing@remitone.com) at least once a calendar quarter.

## 7. Third Party Applications & Your Data

If You enable third-party applications for use in conjunction with the Service, You acknowledge that Remit One may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Service. Remit One shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

## 8. Your Obligations

You warrant that where You have registered to use the Service on behalf of another person or entity, You have the authority to agree to these Terms on behalf of that person or entity and agree that by registering to use the Services You bind the person or entity on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the System will comply with laws applicable to you (including any laws requiring you to retain records).

## 9. Warranties

Remit One gives no warranty about the Service. Without limiting the foregoing, Remit One does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

Remit One warrants that the Service will be provided with reasonable care and skill. If this warranty is breached, you must notify Remit One as soon as possible. You must give Remit One a reasonable time to fix the problem, which solution may include (a) supplying you with a reasonable way to work around the problem that is not materially detrimental to you; or (b) re-performing any relevant Service. Remit One will attempt to fix any such problems without any additional charge to you.

## 10. Consumer Guarantees

You warrant and represent that You are acquiring the right to access and use the Service for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the System or these Terms.

## 11. Maintenance & Feature Updates

Remit One will provide maintenance where support is purchased and included in Your Order Confirmation, consisting of bug fixes that have previously been made by Remit One during the normal course of developing the Service, Subject to clause 12 below.

Remit One will provide feature updates where feature updates are purchased and included in Your Order Confirmation, consisting of functionality updates that have previously been made by Remit One during the normal course of developing the Service, including enhancements to existing features, Subject to clause 12 below.

Remit One maintains an update policy that sets out the parties' obligations in respect to the updates of the Service. You should read that policy at [www.remitone.com/legal/#update-policy](http://www.remitone.com/legal/#update-policy) and You will be taken to have accepted that policy when You accept these Terms.

## **12. End of Life**

The End of Life period for the Service or System is three years after the date of the Order Confirmation where no feature update subscription is purchased, or three years after the termination of a feature update subscription.

Remit One will cease to provide maintenance and support for the release or version of the Service or System after it has reached End of Life.

## **13. Duration & Termination**

These Terms will continue for the duration of Your use of the Service.

Where Maintenance & Feature Updates have been purchased, these will continue for a minimum period of twelve months from the date of the first invoice/billing period, thereafter, at the end of each billing period will automatically continue for a rolling monthly period, provided You continue to pay the prescribed Fee in accordance with the Fee Schedule, unless either party terminates the Maintenance & Feature Updates by giving at least thirty (30) days advance written notice.

You shall be liable to pay all relevant Fees up to and including the day of termination of the maintenance and feature updates (clause 11) of these Terms.

## Introduction

These Support Terms together with our General Terms are intended to explain our obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

## 1. Service Availability

Remit One's support Service is normally available Monday to Friday, excluding regional and public holidays, between the hours of 09:00 to 17:30 UK time for all issues. For high priority issues outside of these times we have emergency telephone support available.

## 2. Point of Contact

Support Service is provided to you via our support Website available at [support.remitone.com](https://support.remitone.com) and only Incidents and Requests submitted through our Support Portal will be bound by these Terms.

Where the issue occurs outside of our normal Business Day and is high priority (as per the definitions in these Terms), you will need to inform us by calling out of hours support on +44 (0)20 8099 5795, option 9 after creating a support ticket (see Initiation of Support).

## 3. General Usage Problems

In the case of general usage problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Remit One. Please check the System user manuals and knowledge base articles published by Remit One. If You still need help, raise a support ticket on our Support Portal.

## 4. Initiation of Support

Support Services to address any issues not covered in any of our knowledge base articles or user manuals should be initiated using the Support Portal, which will log Your issue with a unique ticket reference. You agree to provide us with the information reasonably needed to classify and log Your issue.

## 5. Classification & Priority

All tickets will be reviewed and assigned an appropriate classification and priority (see table below) based on the severity of the issue. Where a single ticket has multiple unrelated issues, they will be separated into individual tickets and may have different classifications and priorities than the original ticket.

You may request to escalate the priority of a ticket; by doing so you authorise Remit One to charge you a prioritisation Fee listed in the Fee Schedule. Escalation is solely at the discretion of Remit One and the associated Fee is payable if the escalation is approved.

Classification	Incident	Request
Definition	an unplanned interruption to a System or a significant reduction in the quality of the System	a formal request for something to be provided, for example, a request for information or advice

Priority	Low	Medium	High
Definition	a reproducible application fault affecting a small proportion of users, but does not significantly impact their use of the System, or is a non-fault related Request	a reproducible application fault affecting a large proportion of users, but does not prevent them from creating or paying out transactions	a reproducible application fault severely affecting a large proportion of users, or prevents them from creating or paying out transactions

## 6. Response Times

The target Response Times are as follows based on priority:

Priority	High	Medium	Low
Target Response Time	within 4 hours	within 2 Business Days	within 5 Business Days

## 7. General

All Incidents due to a failure of the System will not be charged for (bugs, code errors, server issues, etc.), and will not count towards Your included monthly tickets. All other tickets will count towards your allowance, or be chargeable if You do not have a support subscription.

For the avoidance of doubt, any Incident related to third-party products, services or integrations, leading to Remit One investigating the issue are not classified as a System failure and may be charged the applicable Service Fees listed on the Fee Schedule which may be time based.

Remit One shall retain the sole discretion to decide whether an issue reported by You is covered by the scope of these Terms. In the event that the issue is outside of the scope of these Terms Remit One reserves the right to charge the applicable Service Fees listed on the Fee Schedule.

## 8. Duration & Termination

These Terms will continue for a minimum period of twelve months from the date of the first invoice/billing period, thereafter, at the end of each billing period these Terms will automatically continue for a rolling monthly period, provided You continue to pay the prescribed Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least thirty (30) days advance written notice.

You shall be liable to pay all relevant Fees up to and including the day of termination of these Terms.

## Introduction

These Consulting Terms together with our General Terms are intended to explain our obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

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## 1. Service

Remit One undertakes to provide introductions, and/or prepare a business plan, and/or prepare and submit an application to the regulator for You in line with the scope detailed in the Order Confirmation for the Fee in Your Order Confirmation.

The Service is provided on a best endeavours basis and no guarantee is given, implied or assumed that any introductions, business plan, and/or application will result in approval, or authorisation being granted, in the case of a regulator.

## 2. Warranties

Remit One warrants that the Service will be provided with reasonable care and skill.

Remit One will provide the Service until we advise You that the performance of the Service has been completed or for such period as we may agree in writing unless terminated pursuant to clause 4 of these Terms.

Any timescales given by Remit One for the delivery or provision of the Service are given in good faith, based on information provided by You and are estimated and cannot be guaranteed. You shall have no right to damages or to terminate this Agreement if we fail to meet any given timescales.

## 3. Your Obligations

You will provide Remit One with all information relevant to delivering the Service, including conditions that might affect or be affected by the Service with honesty and integrity.

You will demonstrate and provide evidence of meeting all the necessary prerequisites of an application to the regulator.

You will provide Remit One without charge with such safe and suitable office accommodation, facilities and access to your premises as may be reasonably necessary for Remit One to perform the Service and agree to ensure that all premises comply with all relevant laws and regulations.

You shall reimburse Remit One for any expenses relating to travel or overnight accommodation or other disbursements reasonably incurred by us in the performance of the Service.

You will co-operate with and assist Remit One and any other third-party, or regulatory body as reasonably required in connection with the Service and make available at all reasonable times somebody with appropriate knowledge and with authority to act on Your behalf, replying to any request for any information, approval or decision without delay.

If required, You will provide and demonstrate Your own IT infrastructure and platform to the regulator. Remit One can provide You with a compliant platform for an additional Fee.

You will verify that the Service satisfies the requirements of the scope as specified in the Order Confirmation and that any application prepared for You is accurate and true. This verification will be deemed as Your approval of the Service. You will read the Payment Services Regulations (PSR) and be aware of its commitment towards observing key regulations as required by your application, and ensure all relevant personnel in the organisation do the same.



You will be solely responsible for managing Your Limited company status in the UK, partnerships with pay-out partners, obtaining bank accounts and any other third-parties or intermediaries for Your business, or as required to allow Remit One to provide the Service, including obtaining segregated safeguarding accounts and any suitable facilities as required by the regulator. Remit One will assist You with necessary introductions to contacts within the banking sector.

You will immediately inform Remit One of any inability or anticipated delay in meeting any obligations set out in this clause 3.

#### **4. Termination & Suspension**

Either party may by serving notice terminate this Agreement if the other party commits a material breach of the Terms which is incapable of remedy or becomes insolvent.

Either party may by serving notice terminate this Agreement if the other either fails to remedy a material breach of the Terms which is capable of remedy within twenty-eight (28) days of written notice giving appropriate details. Either party with a right to terminate under this clause shall have the additional right to suspend all or any of its obligations under this Agreement until the breach is remedied.

If a suspension should occur, the party at fault agrees to pay any reasonable extra costs incurred and the time allowed to the suspending party to perform its obligations shall be equitably adjusted.

## Introduction

These Development Terms together with our General Terms are intended to explain our obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

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## 1. Service

Remit One undertakes to customise and, or, develop the System and, or, migrate Data for You in line with the functional scope detailed in the Business Requirements Document for the estimated Fee in Your Order Confirmation.

You agree to disclose all relevant information to allow Remit One to estimate our Fee accurately. If additional work is required which we could not reasonably have foreseen from the information you provided then such additional work shall be subject to a change control as set out in clause 3.

## 2. Warranties

Remit One warrants that the Services will be provided with reasonable care and skill. If this warranty is breached, you must notify Remit One within twenty-one (21) days. You must give Remit One reasonable time to re-perform the relevant part of the Service without any additional charge as Your sole remedy.

Remit One will provide the Service until we advise You that the performance of the Service has been completed or for such period as we may agree in writing unless terminated pursuant to clause 5 of these Terms.

Any timescales given by Remit One for the delivery or provision of the Service are given in good faith and are estimated and cannot be guaranteed. You shall have no right to damages or to terminate this Agreement if we fail to meet any given timescales.

The timescales and deliverables given by Remit One are based on the information provided to us by You. Accordingly, we make no representation or warranty as to timely performance of the deliverable or as to the effects which may follow implementation of the deliverables contained within the Service.

## 3. Change Control

Either party may request in writing a change to Service. The other shall have the right to reject any such change, but shall not exercise such right unreasonably.

Details of any agreed change and, or revision to the Fee, the scope of the Service and the timetable for the carrying out of the Service shall be first specified and confirmed in writing.

If Your change request is subsequently withdrawn, You will be liable for the Fee for our efforts incurred preparing change estimates and allow us an extension of time accordingly.

Notwithstanding the generality of the foregoing, the parties agree and acknowledge that by nature the Service to be provided by Remit One is subject to changes in scope that cannot be reasonably foreseen by Remit One or You.

## 4. Your Obligations

You warrant that You agree to independently test, verify and approve all work produced by us in accordance with the functional scope detailed in the Business Requirements Document and to take full responsibility for such work once approved.

You will provide Remit One with all information relevant to delivering the Service, including conditions that might affect or be affected by the Service, and details of any hazardous or potentially hazardous conditions.

You will provide Remit One without charge with such safe and suitable office accommodation, facilities and access to your premises as may be reasonably necessary for Remit One to perform the Service and agree to ensure that all premises comply with all relevant laws and regulations.

You shall reimburse Remit One for any expenses relating to travel or overnight accommodation or other disbursements reasonably incurred by us in the performance of the Service.

You will co-operate with and assist Remit One as reasonably required in connection with the Service and make available at all reasonable times somebody with appropriate knowledge and with authority to act on Your behalf, replying to any request for any information, approval or decision without delay.

You will immediately inform Remit One of any inability or anticipated delay in meeting any obligations set out in this clause 4.

You agree to carry out the responsibilities allocated to you in the description of the Service.

If You fail to fulfil your obligations promptly, You may be charged for the additional costs incurred by Remit One on a time and materials basis and Remit One may require an extension of time for the performance of the Service. Remit One will endeavour to mitigate these where possible.

## **5. Approval**

Remit One will update the test System with the customisation, development and/or migration of Data and inform You to verify that the customisation, development and/or migration satisfies the requirements of the functional scope as specified in the Business Requirements Document. This verification will be deemed as Your approval of the Service.

If Remit One has not received a notification within twenty-one (21) days, commencing on the day the test System is updated, it will be deemed You have concluded verification and approval of the Service.

## **6. Termination & Suspension**

Either party may by serving notice terminate this Agreement if the other party commits a material breach of the Terms which is incapable of remedy or becomes insolvent.

Either party may by serving notice terminate this Agreement if the other either fails to remedy a material breach of the Terms which is capable of remedy within twenty-eight (28) days of written notice giving appropriate details. Either party with a right to terminate under this clause shall have the additional right to suspend all or any of its obligations under this Agreement until the breach is remedied.

If any circumstances exist at any premises which we reasonably believe could have a detrimental effect on the health, safety or welfare of Remit One employees, agents or sub-contractors, Remit One shall have the right to suspend the performance of the Service at any time while those circumstances prevail.

If a suspension should occur, the party at fault agrees to pay any reasonable extra costs incurred and the time allowed to the suspending party to perform its obligations shall be equitably adjusted.

# Fee Schedule



Last updated: 27 January 2020

## Introduction

All Fees are due upon You receiving an invoice, unless the invoice shows a separate due date, in which case the Fees will be due on the due date shown on the invoice.

All pricing excludes VAT (where applicable).

## Fees

On Cloud Set Up	See Order Confirmation	System Re-Configuration*	£385.00
On Cloud Subscription	See Order Confirmation	Additional Training Session*	£385.00
On Cloud Per Transaction	See Order Confirmation	Payment Reminder*	£40.00
On Cloud Storage (per Gb)	£2 per month		
On Premise Licence & Setup	See Order Confirmation	Support Subscription	See Order Confirmation
On Premise Maintenance	See Order Confirmation	Support Ticket Prioritisation*	£50.00
On Premise Feature Updates	See Order Confirmation	Support Incident Ticket*	£100.00
		Support Request Ticket*	£60.00
		Support Time Based (per hour)	£100.00
Consulting	See Order Confirmation	Bespoke Development	See Order Confirmation

\*Chargeable per item or per occurrence.