

CUSTOMER ADVANCE SCHEME¹

TERM AND CONDITIONS

PARTIES

- (1) STEADYPAY LIMITED incorporated and registered in England and Wales with company number 10713752 whose registered office is at 128 City Road, London, EC1V 2NX (**SteadyPay**); and
- (2) the Customer identified in the application or request to receive the Services identified in the Acceptance Box (the **Customer**), each a **Party** together, the **Parties**.

BACKGROUND

- A. The Customer has confirmed that they wish to receive prior access to Confirmed Income.
- B. SteadyPay provides Customers with prior access to Confirmed Income subsequently received by a BACS payment into an Account.
- C. This agreement sets out the terms and conditions under which the Customer shall receive prior access to Confirmed Income.

1. DEFINITIONS

Acceptance Box	the box incorporated into Pockit's website where the Customer accepts the terms and conditions relating to the provision of the Services, set out below.
Account	the deposit account held by the Customer with Pockit.
BACS Credit Cycle	30 days commencing the day after receipt of a BACS credit into the Account.
BACS Scheme	the systems used for the clearing and settlement of UK automated direct debit and BACS direct credit and the provision of third-party services, run by BACS Payment Schemes Limited.
Confirmed Income	an amount paid to the Account through the BACS Scheme representing income or other monies due to the Customer, howsoever derived.
Data Protection Legislation	the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
Drawdown	the amount requested by the Customer which is advanced to the Account following acceptance of a Drawdown Request.
Drawdown Request	a request made by the Customer to access Confirmed Income before it is received into their Account.

¹ *Designed for digital use (so execution of these terms by the customer by confirmation using an acceptance box set out on the Pockit Limited website)*

Drawdown Limit	the maximum amount a customer can request in a Drawdown.
Pockit	Pockit Limited, a company incorporated in England and Wales with company number 07157877 whose registered office is at Suite 19, 45 Salisbury Road, Cardiff, Wales, CF24 4AB.
Service	the provision of access to Confirmed Income before it has been received through the BACS process.
Termination Date	the date which is 3 months from the first Drawdown Date.
Transaction Fee	the fee paid by the Customer per Drawdown.

2. DRAWDOWN

- 2.1. The Customer shall access Confirmed Income pursuant to the completion of a Drawdown Request.
- 2.2. Provided that the Customer is within their Drawdown Limit and subject to the terms set out herein (including ongoing confirmation of the Customer's eligibility to receive the Services) Steadypay shall advance Confirmed Income to the Customer's Account within 24 hours of acceptance by Steadypay

3. DRAWDOWN LIMITS

- 3.1. The Drawdown Limit shall not be more than £50.
- 3.2. Only one Drawdown Request and Drawdown can be made during any BACS Credit Cycle.
- 3.3. The Transaction Fee shall be £3.99
- 3.4. At Drawdown, the Transaction Fee will be debited by Pockit from the Account.

4. CUSTOMER AGREEMENT

- 4.1. The Customer hereby confirms and accepts that the Service is provided to the Customer by Steadypay and the Service is not provided by Pockit and that Pockit shall have no liability to the Customer whatsoever in relation to the provision of the Services or any ancillary, connected or dependant undertaking by Pockit relating to the Services or any derivative thereof.
- 4.2. The Customer undertakes not to instigate or promote the instigation of any proceedings of any type whatsoever against Pockit as a result of the Services or any matter connected to this agreement.
- 4.3. The Customer shall not instruct the payee to pay Confirmed Income into an account other than the Customer Account.
- 4.4. In the event that the Customer elects to change the account into which Confirmed Income is paid, the Customer shall immediately, and upon demand, repay any outstanding balance to Steadypay, including all Transaction Fees and associated fees.
- 4.5. Upon receipt of a BACS payment into the Account, Pockit shall immediately transfer any outstanding amount advanced to the Customer by SteadyPay, and Transaction Fees and any associated fees, with the net amount (if any) after transfer, remaining in the Account for the sole benefit of the Customer.

5. REPAYMENT

- 5.1. The amount of the Drawdown shall be repaid to SteadyPay during a BACS Credit Cycle where the Customer receives more than £100 into the Account by BACS payment, from any source.

- 5.2. Upon receipt of a payment from BACS into the Account, Pockit shall deduct the Drawdown amount and transfer it to SteadyPay; and the net amount of the BACS payment will be deposited into the Account.
- 5.3. If the Account does not receive a BACS credit of £100 or more during the BACS Credit Cycle, the Customer cannot request a further Drawdown and SteadyPay shall contact the Customer to discuss the outstanding Drawdown amount and discuss options to repay the outstanding Drawdown.

6. TERMINATION

This agreement terminates on the Termination Date without notice, whereupon Drawdown amount outstanding and not paid, shall become due and payable, upon demand.

7. TERMINATION

- 7.1. The Customer may terminate this agreement at any time by providing written notice to SteadyPay.
- 7.2. SteadyPay reserves the right to terminate this agreement by giving the Customer 14 days' notice whether or not the Customer is in breach of its terms.
- 7.3. Upon termination of this agreement in the manner contemplated in this clause, the Customer shall pay any balance due to us under the agreement immediately and in full.

8. CONFIDENTIALITY

- 8.1. SteadyPay hereby agrees that they are likely to receive private information relating to a Customer (**Confidential Information**). SteadyPay hereby undertakes to, and covenants with the Customer, that they shall not at any time during this agreement or after Termination of this agreement:
 - 8.1.1. use the Confidential Information other than in connection with the provisions of this agreement; and
 - 8.1.2. at any time, save as required by law or regulation disclose or divulge to any person other than to officers or employees of each Party, whose province it is to know the same Confidential Information, and they shall use their best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
- a. The restrictions set out in this clause shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Parties.

9. VARIATION

SteadyPay may vary any of these terms and conditions at any times by giving the Customer not less than 60 days prior notice in writing.

10. COMPLAINTS

SteadyPay operates a complaints handling procedure, a copy of which is available upon request. This will be provided to free of charge. If you, the Customer, has a complaint, SteadyPay shall investigate it and in good faith and at all times, acting reasonably.

11. ENTIRE AGREEMENT

- 11.1. This agreement is the whole agreement between you and us and replaces any previous agreements or agreements, whether oral or in writing, between us in respect of the subject matter.

- 11.2. Any provisions of this agreement which are intended to survive termination (including but not limited to provisions relating to confidentiality and data protection) shall remain in force after termination.

12. THIRD PARTIES

No party other than the Parties hereto shall rely on any terms of this agreement and nothing in these terms gives any person any rights under the agreements (Rights of Third Parties) Act 1999

13. MISCELLANEOUS

- 13.1. No relaxation forbearance or delay by SteadyPay in enforcing its rights under this agreement shall affect its rights under this agreement neither shall any waiver by SteadyPay of any breach by the Customer operate as a waiver or otherwise affect SteadyPay's rights under this agreement in relation to any subsequent or continuing breach.
- 13.2. SteadyPay shall be entitled to assign its rights under this agreement to another party at SteadyPay's reasonable discretion provided always that the Customer's rights under this agreement are not affected. SteadyPay shall inform you in writing of any assignment that is made. The Customer is not entitled to assign or transfer this agreement.
- 13.3. The Customer agrees that SteadyPay can send documents and notices by email to the Customer's approved email address, via the APP or by phone. Such correspondence, notification and/or documents will not contain any marketing materials and are restricted to matters concerning this agreement. SteadyPay agrees that any notices served in accordance with this clause will be deemed to be served upon and received by the Customer on the first business day after the day on which they are sent and will be deemed to have been properly given.
- 13.4. Any notice or demand SteadyPay gives to the Customer which is sent by means other than by the methods set out above shall be assumed to have been properly given if served personally, or left or sent by prepaid envelope addressed to you at the Customer's current address or last known business or private address.
- 13.5. The contact telephone numbers, email addresses and website addresses for us are provided for information only. They do not form part of this agreement. If any of our contact details change from time to time, we will advise you of these by email.

14. DATA PROTECTION

For the purposes of this clause, the terms Controller, Processor, Processing, Personal Data and Data Subject have the meanings given to them in the Data Protection Legislation.

- 14.1. SteadyPay undertakes to comply with all applicable requirements of the Data Protection Legislation, at all times.
- 14.2. SteadyPay shall, in relation to any Personal Data processed in connection with the performance by SteadyPay of its obligations under the agreement:
 - 14.2.1. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 14.2.2. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 14.2.3. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow the Controller, on reasonable notice, access to those records and any premises on which Personal Data is processed, to inspect the records and systems in place; and
- 14.2.4. return or delete (at the Customer's discretion) all Personal Data which it has been Processing on behalf of the Customer.

15. DISPUTES; GOVERNING LAW

- 15.1. This agreement and any dispute or claim relating to or connected with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and that the terms of the agreement shall be subject to the exclusive jurisdiction of the English courts.
- 15.2. The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this agreement or any breach of it.
- 15.3. If any such dispute cannot be settled amicably through negotiations between the parties, or either or both is or are unwilling to engage in this process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation. Any dispute shall not affect the parties' ongoing obligations under this agreement.