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Chip Financial LTD Terms of Use

Please read these terms carefully before using the Chip Service.

Effective date: 12 March 2024

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Terms of Use

Short of time? Here's a quick run down of some of the main terms of use for Chip.

The Chip app

Chip is a wealth management app that provides you with access to savings accounts and investment funds and enables you to manage your savings in those products simply and through one place.

In order to enable us to provide the Chip app and its functionality, we partner with other firms who specialise in securely connecting us to your bank account, so that we can look at transaction data to calculate little amounts to put aside and offer you a range of features and products. We also use another firm to process debit card payments if you use that method to deposit money via the Chip app.

Your point of contact

Although we use other firms to carry out these tasks, we provide and maintain the app and we are the people you should contact if you have any questions about the Chip app or in the unlikely event you encounter any problems when using it.

Savings accounts

Once you have registered with Chip via the app, you will have the option to deposit money into one or more of a range of savings accounts provided by our partner banks. Importantly, whichever of these accounts you choose, Chip does not hold your money as deposit-taker.

If you choose an account provided by ClearBank, you have the choice of depositing via the Chip app or directly using your individual sort code and account number with ClearBank. When you deposit via the Chip app, we will process your deposit via the app before passing the money over to ClearBank who will hold it as deposit-taker, in an individual account in your name. Where you deposit directly using your ClearBank sort code and account number, Chip will have no involvement in the processing of your deposit. If you make a withdrawal via the app, we will receive the money from ClearBank before paying it out to your Nominated Account. You can find out more on how your money is protected at: https://www.getchip.uk/how-we-protect-your-money.

The savings accounts currently available through the Chip app are shown in the table below:

Account name	Partner bank	How is your money held?	Account limit	FSCS process if Chip fails	FSCS process if the partner bank fails
Chip Instant Access Account	ClearBank	In an individual account in your name	£1,000,000	Our website would be updated with contact details for ClearBank. Your money would continue to be held by them in an account with your name.	You would be able to make a claim via the FSCS, in the same way as if any other bank were to fail. The payout process will typically take seven days.
Chip Prize Savings Account	ClearBank	In an individual account in your name	£85,000	Our website would be updated with contact details for ClearBank. Your money would continue to be held by them in an account with your name.	You would be able to make a claim via the FSCS, in the same way as if any other bank were to fail. The payout process will typically take seven days.
Chip Cash ISA	ClearBank	In an individual account in your name	£85,000	Our website would be updated with contact details for ClearBank. Your money would continue to be held by them in an account with your name.	You would be able to make a claim via the FSCS, in the same way as if any other bank were to fail. The payout process will typically take seven days.

In order to be covered by the FSCS protection you must meet the FSCS eligibility criteria. If you meet the criteria, you are subject to the FSCS limit of £85,000.

This limit applies to all money held with a particular bank, so if you have other accounts with ClearBank - whether through the Chip App or not - those balances maybe aggregated and count towards the overall £85,000 limit.

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Interest rates on your Savings Accounts

Interest we may pay to your accounts are listed in the Key Features Document of the specific savings account. We give you our current interest rates information when you apply for an account. These can also be obtained by contacting our Customer Success team https://getchip.uk/contact or checking our website: https://www.getchip.uk/savings-accounts.

The Key Features Document will explain when and the frequency with which we may pay you interest. Interest will be calculated daily and paid monthly on the fourth business day of each month (unless we have told you otherwise). For the purpose of calculating interest, we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis.

Chip can change the interest rate of your Savings Accounts. The Key Features Document will explain when your interest rate may change, and how much notice we will give you.

If the interest rate on your account tracks a specified external independent rate we do not need to give you any notice if we change the interest rate on your account. Details of this can be found within the Key Features Document of the specific account.

All Key Feature Documents can be found here: https://www.getchip.uk/legal/policies-important-documents

FSCS protection - savings accounts

Regardless of which account you choose, your money will be eligible for FSCS protection, provided you meet the relevant criteria and, subject to the limit of £85,000 per customer, per bank. You can find out more about FSCS eligibility here: https://www.fscs.org.uk/about-us/

Although all of the accounts we offer access to are eligible for FSCS protection, the process that would apply in the event that the FSCS had to step in would depend on which account you have. This is summarised in the table above.

Account terms and conditions

When you open an account with one of our partner banks, you will need to agree to their terms and conditions. These will be presented to you at the point you sign up for the account.

Investments

When you invest money via the Chip investment platform, Chip does not hold your money or act as investment manager. Chip processes your deposit (in the same way as if you were saving money into one of the savings accounts provided by our partner banks) and passes it on to Seccl, who provide our investment platform and act as custodian for your investments. Once it has been received by Seccl, they will act on the instructions you make via the Chip app and invest your money into your choice of underlying investment funds.

Details of the range of investment funds available via the Chip app can be found in the app or on our website.

You will need to agree to Seccl's terms and conditions in order to make use of our investment platform. These will be provided to you at the point you sign up for our investment platform.

FSCS protection - investments

Any money you invest via our investment platform will be eligible for FSCS protection in the event that either Chip, Seccl or the manager of one of your investment funds fails, provided you meet the relevant criteria and subject to the limit of £85,000 per customer, per firm.

It is important to note that FSCS protection does not cover you for any losses due to investment performance.

Your point of contact

Again, although we partner with banks and Secol to provide you with access to savings accounts and investment funds, we provide and maintain the app and we are the people you should contact if you have any questions about the Chip app or in the unlikely event you encounter any problems when using it.

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Acting on your instructions

Whenever you deposit money via the Chip app, we will act on your instructions in passing that money to the bank providing your chosen account or to Seccl for investment in your chosen funds. However we reserve the right not to act in accordance with your instructions where to do so may be against the law or could expose us to regulatory intervention.

Fees and charges

There are no fees or charges for registering with Chip, opening a savings account with one of our partner banks, or opening an investment account on our platform.

If you choose to make use of our auto-save or recurring save functionality (<u>read more here</u>), you will be charged in line with our current fees and charges which you can find on our website.

If you choose to invest money via our investment platform, you will be charged an annual platform fee of 0.5% of the value of your investments. You will also have to pay annual management charges for each of the funds you hold on the platform. Details of the charges for each of the funds currently available on our platform can be found on our website.

We also offer a premium plan, Chip X. This costs £5.99 every 28 days but provides you with unlimited free auto saves and recurring saves and also removes the 0.5% investment platform fee if you are an investment customer.

Part 1: The Chip App

You should read the full terms of use below.

1. Our agreement

- 1.1 The Chip website, the services provided by Chip, any Chip applications (including the mobile application (the "App") and the Chip algorithm (the "Algorithm") together make up our "Service". In using the Service, you confirm that you accept these terms of use ("Terms of Use") and that you agree to be bound by them. If you do not agree to these Terms of Use, you must not use the Service.
- 1.2 These Terms of Use (together with our <u>Privacy Notice</u>) set out the terms on which you may make use of the Service and set out in detail your rights and responsibilities to us and our rights and responsibilities to you during your use of the Service. These Terms of Use (as amended from time to time) will apply to Service until such time as either you or we terminate this agreement.
- 1.3 Please read these Terms of Use carefully before you start to use the Service. You may request a copy of these Terms of Use at any time.
- 1.4 Your agreement with us is made up of:
 - all the terms that apply when you open a Chip savings account with us (Part 1)
 - any additional terms that apply because of the type of account you have (Part 2)

If there's any conflict between Parts 1 and 2, the terms in Part 2 will apply. Please read the terms alongside any other documents we give you when you open your account.

2. About Chip

- 2.1 Chip Financial Ltd ("Chip", "we" or "us") is a company registered in England and Wales whose registered office is at Chip Financial Ltd, Sixth Floor, Fora Montacute Yards, 186 Shoreditch High Street, London, E1 6HU, and whose registered number is 10113174.
- 2.2 Chip is authorised by the Financial Conduct Authority under the Payment Services Regulation 2017 for the provision of payment services. Firm Reference Number 911255.
 - 2.2.2 For our Investment Platform business only Chip is an Appointed Representative of P1 Investment Services Limited, which is authorised and regulated by the Financial Conduct Authority, under Firm Reference Number 752005.

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2. About Chip (continued)

- 2.3 If you wish to contact us for any reason, you can contact us through the App, email us at hello@ getchip.uk or write to us at Chip Financial Ltd, Sixth Floor, Fora Montacute Yards, 186 Shoreditch High Street, London, E1 6HU. Chip does not offer telephone support as standard.
 - 2.3.1 For more information on when our Customer Success team is available, please see: https://getchip.uk/contact.
- 2.4 If we need to contact you, we will email you but, depending on the nature of what we need to tell you we may use the App, push notifications or SMS messaging. All information or notifications that we provide to you will be in English.

3. What we do

- 3.1 The Chip Service is a wealth management app that provides you with access to savings accounts and investment funds and enables you to manage your savings in those products simply and through one place.
- 3.2 The Chip Algorithm powers our Savings Plans feature. Savings Plans is an optional automated service that calculates how and when you can make Saves from your patterns of spending and periodically moves money from your bank account into a savings account. These Saves can be made into Savings Accounts and Investment Funds.
- Chip also offers a premium subscription service ("Chip X") which includes access to additional products and services. The amount of our fees, and the frequency with which we will charge you for accessing Chip X (and any future service tier or product) will be published on our website from time to time and will be deducted from your stored payment card or any of your Savings Accounts. There is an alternative method for the investment platform fee.
- 3.4 Where we offer features such as goals or target dates for any products, these are for information purposes to help you manage your finances. We are not promising that the Service will enable you to meet your goal or your desired target date.
- 3.5 We may add, amend, suspend, or remove products or services from time to time.

4. Eligibility

- 4.1 To use the Service, you must be at least 18 years old and a UK resident. Due to the reporting requirements imposed by the United States' Foreign Account Tax Compliance Act (FATCA), we have chosen not to accept the following as customers: US Citizens, US Residents or US Green Card Holders. For more information on US citizens please see: https://www.irs.gov/individuals/international-taxpayers/foreign-persons. If you later become subject to US taxation you must inform us and your account will need to be closed. For most products you must pay tax in the UK only.
- 4.2 To register to use the Service you must provide us with:
 - 4.2.1 your full name;
 - 4.2.2 your residential postal address (not a PO Box) and email address;
 - 4.2.3 details of your own individual UK bank account ("Nominated Account") i.e. no joint account, business account, or savings accounts, and you must ensure it remains connected to Chip via Open Banking to fully utilise deposits and withdrawals (you can check your connection in the "Wallet" section of the "Profile" tab in-app);
 - 4.2.4 a mandate in respect of your bank debit card, on your Nominated Account only, to allow for merchant initiated recurring payments;
 - 4.2.5 your own UK mobile phone number; and
 - 4.2.6 if requested, your National Insurance number.
- 4.3 When you register for the Service, you acknowledge that we and our partners may carry out checks on your identity to satisfy anti-money laundering and terrorist financing legislation, fraud checks, and other applicable legal requirements. We may also carry out other relevant checks with third parties as described in our <u>Privacy Notice</u>, such as credit checks. Your right to use the Service is restricted until you have satisfied our customer due diligence checks. Further checks may be needed where we think the circumstances require it or to comply with our ongoing responsibilities in relation to customer due diligence and we will tell you about any additional requirements. Where you fail to satisfy further checks we reserve the right to close your account.

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4. Eligibility (continued)

- 4.4 You must inform us promptly of any changes to your personal information. You can see the name and address we have on file for you by reviewing one of your Interest Account statements.
- 4.5 You may only have one Chip account with Chip at any time. Except for people or businesses that Chip has authorised in writing to register accounts on behalf of their employees or clients, Chip prohibits the registration of, and you agree that you will not register, an account for anyone other than yourself.
- 4.6 We reserve the right to refuse access to the Service, entirely at our discretion.

5. Getting Started and Open Banking

- To use the Service, we will ask you to provide us with read-only access to information from and about your bank account(s). To do this, we use our trusted partner, TrueLayer Ltd., who will take you through a secure process by which you can provide your explicit consent to enable Chip to access and use your account information to provide the Service. We will periodically need to ask you to renew your consent.
- 5.2 You may withdraw or fail to renew consent to access your account information at any time through the App, but we will no longer be able to provide the Service for you if you do.
- In order to provide the Service, we utilise the Algorithm to make calculations about your spending patterns and requirements, in order to suggest and process saves on your behalf.
- Once the Service has calculated an appropriate amount (a "Save"), the Service will notify you of its intention to make a debit from your Nominated Account approximately six hours following the notification.
- 5.5 You may stop any individual Save by following the instructions to cancel the transaction within the Service. Otherwise, we will debit the Save from your Nominated Account by using your stored payment card and transfer the funds to your specified Savings Account(s).
- After processing a card payment, your Save may take up to three working days to appear in your Savings Account(s). While being processed neither you nor we will have access to these funds and we will not be able to return the money to your Nominated Account. If you are likely to need that money you should cancel that Save.
- 5.7 We may also facilitate the contribution of lump sum contributions to any Saving Account(s) or Investment fund(s) offered through the Chip app, whether on a one-off or a recurring basis. Lump sum contributions may be limited as to the amount and/or frequency. Lump sum contributions into Saving Accounts can be made either through the Chip app or directly via direct bank transfer from your linked Nominated Account using your individual sort code and account number of the Savings Account (depending on the Saving Account partner bank's specific terms and conditions).
- In using the Service, you are still responsible for ensuring that you have sufficient funds available to meet your outgoings as they become due.
- 5.9 When you register for the Service, we will ask you to set up a payment method, such as a card, to allow the processing of Save. We use Checkout.com to process debit card payments. Checkout.com is regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (FRN: 900816) as an electronic money institution.
- 5.10 Chip may also allow you to use Google Pay, Apple Pay or Bank Transfer (see para 5.12.1) to add funds to your account(s).

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5. Getting Started and Open Banking (continued)

Strong Customer Authentication

5.11 The purpose of Strong Customer Authentication (<u>SCA</u>) is to ensure you are the legitimate user and you have given your consent for the transfer of funds or access to your account information. In practice to card connect, bank connect or make a deposit you will authenticate using SCA e.g. confirming a payment using your banking app or a biometric check for a Google Pay or Apple Pay transaction.

In order to comply with the <u>PSD 2</u> regulatory requirements on SCA Chip, with your consent, will add trusted beneficiaries to your account including your own personal bank account/connected bank account, your Prize Savings Account and operational segregated accounts operated by partners that facilitate some of our products i.e. Seccl Custody Ltd for our Investment Accounts (see further details in the bank settings in your profile in the app).

This means Chip will not ask you to further authenticate bank details when you carry out a transaction with one of your trusted beneficiaries above e.g. a withdrawal or to make a product to product transfer like transferring balance from your Chip Interest Account to your Chip Investment Account.

Payment Initiation Services

5.12.1 We provide regulated payment initiation services ("PIS"). Chip works with TrueLayer Ltd, a Technical Services Provider, to provide this service. TrueLayer is authorised and regulated by the Financial Conduct Authority ("FCA") under the Payment Services Regulations 2017 and the Electronic Money Regulations 2011 (Firm Reference Number: 901096). TrueLayer's Privacy Policy can be found at www.truelayer.com/legal/privacy. With your consent, and at your instruction, we instruct your payment account provider (e.g. your bank) ("Payment Account Provider") to make a payment or payments from your selected payment account (your "Payment Account", this must be your Nominated Account) to the chosen third parties only that we partner with to offer selected products e.g. Investment Accounts. Your funds may be paid directly to these partners or may be routed through our safeguarded account (see Section 9 for more information). You will not be able to withdraw the funds at this time and you will see the status as processing in your account.

How long it will take your funds to clear will be clarified when you deposit and for further information check the Profile section of the app.

When you want to make a payment using PIS, we will redirect you to your Payment Account Provider so you can provide them with your login and security credentials ("Credentials") and undergo authentication with them. We will never ask you to share your Credentials with us. The Payment Account Provider will only act on the instruction to make the payment after you give them your Credentials and successfully authenticate with them.

When you choose to make a payment using our PIS product you will be directed to a page to select your Payment Account Provider and the Payment Account from which you wish to make payment. By selecting your Payment Account Provider and Payment Account, you consent to use PIS and either;

- instruct Chip to initiate a single payment of your chosen amount to your chosen recipient; or
- enter into a Variable Recurring Payment ("VRP") Mandate, setting out certain parameters within which a payment can be made.

In either case, the details of your instruction or VRP Mandate will be clearly displayed to you.

After you select your Payment Account Provider and Payment Account, Chip will redirect you to your Payment Account Provider (either on a web browser, or your mobile banking application) who will ask you for your Credentials, which may include Strong Customer Authentication or two factor authentication (e.g. a password and biometric credential such as a fingerprint). Chip will be unable to see or access your Credentials at any time.

Once your Payment Account Provider has confirmed authentication, we will instruct your Payment Account Provider to make a payment in accordance with your instructions (a "Payment Order"). Where you have entered into a VRP Mandate, we will only instruct your Payment Account Provider to carry out a Payment Order where the payee provides a payment request which is within the parameters you have agreed to.

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5. Getting Started and Open Banking (continued)

Once you have successfully authorised the payment with your Payment Account Provider, funds will usually leave your Payment Account immediately and, at the latest, within two hours. For a VRP Payment Order, you only need to authorise the payment(s) with your Payment Account Provider when setting up the VRP Mandate.

We will confirm the successful initiation of a Payment Order, but your Payment Account Provider is responsible for executing it. Given the speed with which payments are made it is not possible to cancel a payment once it has been authorised by your Payment Account Provider.

You can cancel your VRP Mandate at any time by notifying us or your Payment Account Provider.

If we believe that the conditions set out in these Terms are not satisfied, or if it would be unlawful to initiate a Payment Order, we may refuse to do so. If we refuse to initiate a Payment Order, we will notify you through the app or service you are using, unless the law prevents us from doing so.

You will be able to see details of your transactions within the product specific sections of the app.

What to do if you think someone has made a mistake?

5.12.2 If something has gone wrong and the person you paid, or the person who paid you, is in the EEA, let us know through the Chip app. You need to let us know as soon as possible, and no later than 13 months after payment. The EEA is made up of all the countries in the European Union, plus Norway, Iceland and Liechtenstein. If the money is not received into the account you sent it to because of an error on our side, we'll refund the payment back into your account.

6. Account Security

- 6.1 You are responsible for maintaining the security of your account and the secrecy of your Chip password. If you know or suspect that anyone else knows or has obtained your password and/or has accessed your account, you must immediately notify us at hello@getchip.uk and change your password.
- 6.2 If you intentionally or negligently share your Chip credentials or enable a third party to use your Chip account, whether fraudulently or not, you are liable for any losses incurred in respect of an unauthorised transaction.
- 6.3 Where there is suspected or actual fraud or security threats on your account Chip will contact you by other means including by phone or email.

7. Bonuses and Promotions

- 7.1 From time to time, users may be eligible to receive a promotional bonus payment from Chip ("Bonus") to reward some behaviours. Your Chip Bonus is not FSCS protected, bonus does not accrue on bonus i.e. it does not compound, Bonus does not accrue interest, and, subject to clause 7.2 below, bonus is only paid to you by Chip when you withdraw your full Chip balance. Prizes won from the Chip Prize Savings Account are applied to your account in the same way as Bonus, and are not included in the calculation of your monthly average balance for the competition.
- 7.2 The payment of all Bonuses is at Chip's sole discretion. Despite any terms to the contrary on our website or elsewhere, we may choose to withhold the payment of all or part of any Bonus, including a Bonus which is showing in your account as having already applied, even if you meet the criteria that have previously been advertised. We may give reasons for withholding the payment of all or part of a Bonus but are not obliged to do so. This clause 7.2 shall apply to all Bonuses applied or accrued on or after 20 July 2020, but shall not apply to Bonuses accrued before such date, which shall continue to be governed by clause 7.1 Once a payment has been initiated by ClearBank, ClearBank's customer cannot cancel or amend the GBP payment, per scheme rules. However, ClearBank's customer can request that the GBP payment be recalled at any time after it has been settled.
- 7.3 The Bonuses we will pay from time to time are advertised on our website or through our App.
- 7.4 From time to time Chip will offer some promotions and terms will be made available. We reserve the right to withdraw any promotional terms at any time.

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7. Bonuses and Promotions (continued)

7.5 If Chip has grounds to suspect any entrant or third party of gaming, deception or fraudulent or unreasonable conduct of any kind (including, without limitation, manipulating wealth codes) or if Chip believes the promotion is being abused in any way, Chip reserves the right (in its sole discretion) to disqualify any promo code or person it reasonably believes to be responsible for, or associated with, such activity and/or refuse to apply any promotion.

8. Fees

8.1 It is free to create an account and hold money in a Savings Account with Chip, but we charge subscription fees to access different levels of service, known as plans (ChipX). Details of these can be found on our pricing page, or in the app.

You can find more details on our pricing plan page.

Effective from 12 October 2022, there are also fair usage fees associated with our optional features such as Recurring Saves, Auto-Saves (including Payday Put Aways) and high-frequency withdrawals. **See here for more information**. Recurring Saves and Auto-Saves fees will be taken at the time of the transaction and you can turn those features off at any time. You will see details of fees in your relevant statement within the app.

- 8.1.1 Our ChipX plan has a cooling off period of 14 days starting from the day that you choose to upgrade. During this time you can contact a member of our Customer Success team (see clause 2.3) and they will downgrade you to the Chip Basic plan without incurring a charge (this applies to both the 28 day and annual payment plan methods for ChipX). This cooling off period is invalid if you choose to open a Stocks & Shares ISA and/or invest directly into a ChipX exclusive fund (a full list of ChipX exclusive funds can be found here).
- 8.1.2 If you purchase the ChipX Annual plan and elect to close your Chip account whilst the annual subscription is still live, you will not be entitled to any refund of your ChipX annual subscription fee.
- 8.2 Platform fees apply when your money is invested in a fund. These platform fees are an annual percentage charge, but are taken on a monthly basis. Details of these can be found on our pricing page, or in the app.
- 8.3 Fees will be calculated and billed over a clear charging period and will be either debited from your stored payment card or debited directly from a balance that you hold with Chip. If a fee payment fails, we will attempt to collect the fee again regularly over a reasonable period. We will also stop accruing additional missed fee payments at a set deadline set by Chip. Details of how a fee has been collected will be sent to your registered email address upon payment.
 - 8.3.1 If we are unable to debit your card Chip reserves the right to deduct the fee from the balance of your: Chip Instant Access Account; Chip Prize Savings Account; Chip Investment Account; or any other asset or account held in the Chip app. Similarly, if we are unable to deduct the fee from a balance of any of the aforementioned accounts held in the Chip app, we reserve the right to deduct the fee from your connected bank card.
 - 8.3.2 If you do not hold a balance with us, but then add money to your account, it is possible that we will debit any outstanding fee payments from this deposit(s). Similarly, if your connected debit card has expired and you set up a new one, we may charge this new card for any previously missed fee payments.
 - 8.3.3 If we deduct the fee from your investment account balance, then we reserve the right to cover the failed fee amount by selling down your assets and collecting the proceeds. In order to do this, we will selldown the fee amount + a 10% buffer. This buffer is required to cover any movement in asset prices, and ensure that we can collect the full amount of the failed fee(s). Any remaining cash from the selldown (+10% buffer) will remain as uninvested cash within your investment account, which can be withdrawn at any time from within the Chip app.
 - 8.3.4 If we are unable to successfully debit your card for the subscription fee of the ChipX Annual plan, you will be moved to the ChipX Monthly subscription plan and not register the ChipX Annual plan subscription fee as an outstanding payment. If we subsequently cannot debit your card for the ChipX monthly subscription fee, this ChipX monthly subscription fee will be registered as an outstanding payment.

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8. Fees (continued)

- 8.4 We may need to introduce administration charges for specific purposes. The details will be notified to you in advance.
- 8.5 If we fail to collect the appropriate fee we reserve the right to downgrade your plan or to close your account.

9. Keeping your money safe

- 9.1 Any funds held in your Savings Account(s) will be protected under the Financial Services
 Compensation Scheme ("FSCS") provided you meet the eligibility criteria. To learn more, please head
 to: www.fscs.org.uk/. For a full breakdown of how your money is kept safe at different points within
 Chip's systems, please see: https://getchip.uk/now-we-protect-your-money
- 9.2 As an FCA Authorised Payment Institution Chip also safeguards funds in relation to payment services in our safeguarded account with Clearbank Ltd. ClearBank Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 754568). Even though your funds are segregated, you should know that your money may be pooled with money belonging to other Chip users, which means that if Chip fails there is no FSCS protection. Your claim will be against the pool in general and an insolvency practitioner's costs of distributing the safeguarded funds would be paid in priority to your claim.
- 9.3 For the Chip Instant Access Account, Chip Prize Savings Account, & the Chip Cash ISA your money is held by ClearBank in an individual bank account held in your name. These funds are FSCS protected.
- 9.4 You are covered by FSCS for money you have in an investment account, subject to eligibility. If you are eligible, you could make a claim for up to £85,000 by the FSCS under their Investment Scheme. Remember, FSCS doesn't cover you for investment performance, or in the event that your investments go down and you get back less than what you put in. Further information is available from the FSCS website (https://www.fscs.org.uk/what-we-cover/investments/).

10. Keeping your money safe

- 10.1 Through Chip, you may require that funds held in your Savings Account be transferred back to your Nominated Account at any time. This process may take up to two working days following a withdrawal request. If you do not have sufficient available funds in your Savings Account to cover the amount of the requested transfer, your request for the transfer will be declined.
- 10.2 You may instruct that money held in one of your Savings Accounts be transferred to your Chip Investment Account. This process may take up to five working days following a transfer request.
- 10.3 Please note that you will only be able to receive dividend payouts associated with your Chip Investment Account if you have an active, open, account with Chip. If you close your account, you will not be able to receive dividend payments and Chip reserves the right to retain these funds and donate them to a charity.

11. If things go wrong

- 11.1 We endeavour to provide a first-class service to our users but if we fail to meet your expectations you should contact us. We aim to initially respond to any complaints within two business days of receipt and provide you with a final response within 15 business days. In exceptional circumstances, we may provide a full reply within 35 business days. The complaints process and timelines differ for the Chip Investment Platform. See www.getchip.uk/complaints for more information.
- 11.2 If you are not happy with the outcome of your complaint you may refer it to the UK Financial Ombudsman Service, whose details are available at www.financial-ombudsman.org.uk or by telephoning 0800 023 4567. You may request a copy of our complaints-handling procedure at any time. See www.getchip.uk/complaints for more information.

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12. Availability (continued)

- 12.1 The Service can and will provide you with updates as to your balance and recent transactions. You acknowledge and agree that the Service may be delayed by 24 hours or more and that we cannot guarantee that any balances or latest transaction information is true and accurate. As such, you should use the information provided as guidance, and not rely on it as evidence of a certain balance being available in your account at any given time.
- 12.2 We do not guarantee the availability of the Service and we reserve the right to vary, suspend, withdraw or discontinue the Service, or your access to it, at any time without notice to you. We will not be liable to you if, for any reason, the Service is unavailable at any time or for any period. Your deposited funds will continue to be available at all times via the Account Provider.
- 12.3 We may, from time to time, need or decide to perform maintenance, upgrades or emergency repairs, which may affect the availability of the Service.

13. Our liability

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms of Use, we are responsible for the loss or damage you suffer if it is a foreseeable result of our breach or a failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- 13.2 We are not responsible for consequential loss. This includes liability for:
 - 13.2.1 costs, fees (including overdraft fees), interest charges or penalties incurred as a result of the Service transferring automated Saves from your Nominated Account to a Savings Account;
 - 13.2.2 the consequences of any change to your credit rating or equivalent which may arise from you failing to meet any payment from your Nominated Account when due because of your use of the Service; or
 - 13.2.3 any delays in receiving withdrawn funds which may arise from you depositing into an account by error.
- 13.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 13.4 When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge.
- 13.5 We are not liable for business losses. The App is for private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.6 Limitations to the App and the Service. The App and the Service are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 13.7 Check that the App and the Service are suitable for you. The App and the Service have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Service meet your requirements.
- 13.8 We are not responsible for events outside our control. If our provision of the Service or support for the App or the Service is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Service you have paid for but not received.

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14. Intellectual property

- 14.1 Chip hereby grants you a non-exclusive, non-transferable, revocable license to use the App. All other rights in the App are reserved by Chip and its licensors.
- 14.2 We reserve all rights in the name "Chip", the Getchip.uk domain name and all related domains and sub-domains, our logo and our service marks, brand names, trading names and/or trade marks appearing anywhere on the Service.
- 14.3 Other trade marks, products and company or brand names mentioned on the Service may be the trade marks of their respective owners or licensors and all rights in such trade marks are reserved to their respective owners or licensors.
- 14.4 Nothing in these Terms of Use should be construed as granting any license or right to use any of the trade marks or domain names referred to in this paragraph.

15. Community Standards

- 15.1 You must not:
 - 15.1.1 access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same) any part of the Service, including the account of any other user, or its security measures, any servers, other equipment or networks connected to the Service or on which it is stored or any software used in the provision of the Service, including in each case by transmitting any worms, computer viruses, malware, logic bombs, trojan horses, spyware, harmful components or any other software, code or data of a corrupt, destructive, malicious or disruptive nature;
 - 15.1.2 inject content or code or otherwise alter or interfere with the way any page of the Service is rendered or displayed in a user's browser or device;
 - 15.1.3 access the Service via a means not authorised by Chip, including, but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies which are used by a search engine with Chip's express written consent);
 - 15.1.4 use the Service for any illegal, fraudulent or unauthorised purpose;
 - 15.1.5 change, modify, adapt or alter the Service or change, modify, adapt or alter another website so as to inaccurately imply an association with the Service or with Chip.
 - 15.1.6 breach our **Acceptable Behaviour Policy**
 - 15.1.7 engage in any form of excessive depositing and withdrawing. "Excessive" is defined here as making repetitive, immoderate, or unreasonable deposit or withdrawal requests with the intent to exploit or manipulate the Service provided by Chip. In instances where we have deemed your depositing or withdrawing to be excessive, we will issue a warning in order to help rectify the situation.
- 15.2 If you wish to change the Nominated Account details, you can do so follow the instructions in the Help Centre to deregister your Nominated Account and set up the Service with new Nominated Account details. We may require some information and documentation which you'll need to give us so that we can verify the new account. If you don't, we won't be able to proceed with the set up or change.
- 15.3 Chip does not accept unsolicited content, information, ideas, suggestions or other materials except where Chip has set out specific criteria and conditions for submitting them and you agree not to submit them except in accordance with those criteria and conditions.
- Where you do submit unsolicited content, information, ideas or suggestions, you agree that we may use such content, information, ideas or suggestions for any purpose whatsoever, including, without limitation, developing and marketing products and services without any liability or payment or recognition of any kind to you.

16. Closing accounts

- 16.1 You can give us notice to close your account from the 'Profile' menu within the App at any time unless:
 - 16.1.1 we are currently processing payments for you;
 - 16.1.2 the terms of a specific product, service or feature, including Chip X, is subject to additional notice requirements, in which case those notice requirements will apply.

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17. Termination and suspension

- 17.1.1 We may suspend or end your rights to use the Service at any time by contacting you if you have broken these Terms of Use in a serious way including if you have not complied with clause 15 above including our Acceptable Behaviour Policy. If what you have done can be put right, we will give you a reasonable opportunity to do so. In circumstances where you have done nothing wrong, we will give you at least two months' notice if we intend to end your rights to use the Service.
- 17.1.2 We may need to suspend your account while we investigate for regulatory purposes or to protect your account for security reasons.
- 17.2 If we end your rights to use the Service:
 - 17.2.1 you must stop all activities authorised by these terms, including your use of the App and the Service;
 - 17.2.2 you must delete or remove the App from all devices in your possession.

18. Your Savings Account on closure or termination

- 18.1 If we end your rights to use the Service or if you close your Chip account, we will arrange for all funds in your Savings Account to be returned to your Nominated Account without delay.
- 18.2 If you hold a balance in a fixed term or notice Saving Account you cannot close your Chip account until the balance of the Saving Account is £0.00 or the product has matured.

19. Changes to these Terms of Use

- 19.1 We may need to change these Terms of Use to reflect changes in law, regulation or best practice or to deal with additional features which we introduce.
- 19.2 Unless required by law or regulation or to implement non-material corrections (in which case we may make changes immediately), we will give you reasonable advance notice through the Service.
- 19.3 Your use of the Service after the effective date of new Terms of Use (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the new Terms of Use. If you do not accept the proposed changes you may close your account.

20. Updates to the App and changes to the Service

- 20.1 From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or improve system security. Alternatively, we may ask you to update the App for these reasons.
- 20.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Service.

21. Linking to our website

- You may link to any page of our Website, provided that you do so in a way that is legal and that does not damage or take advantage of our reputation nor seeks to do so.
- 21.2 You must not suggest any form of association, approval or endorsement on our part where none exists.
- 21.3 You must not remove, obscure or modify any advertisements, copyright notice or other information on our Website. Our Website must not be framed on any other website.
- 21.4 The website in which you are linking must comply in all respects with the content standards set out in these Terms of Use and we reserve the right to withdraw linking permission without notice.

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22. Third party links and services

- Your browsing and interaction on any other website or your use of other services, including websites and services which have a link to the Service, is subject to the rules and policies of the relevant website or service. Please read the rules and policies applicable to that website or service before proceeding.
- 22.2 The Service, or communications from it or comments within it, may include links to third-party websites, applications or features ("Third Party Services"). These links are provided for your information only.
- 22.3 Chip does not control, maintain or endorse Third Party Services and you acknowledge and agree that your use of them is at your own risk. We assume no responsibility for the content or operation of Third Party Services and we will not be liable for any loss or damage that may arise from your use of them (or such content).

23. General

- 23.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 23.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 23.3 No rights for third parties. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 23.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 23.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 23.6 Which laws apply to this contract and where you may bring legal proceedings. These Terms of Use are governed by English law and you can bring legal proceedings in respect of the Service in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Service in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.

24. Using Chip in your overdraft

24.1 If you wish to use Chip in conjunction with your overdraft, you must activate the Overdraft Save feature. Chip will not be responsible for any interest or charges that you may incur in respect of any Save as a result of activating the Overdraft Save feature.

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Part 2: Additional terms which apply to your account

Chip Cash ISA (Powered by ClearBank)

1. All about our Cash ISA

A Cash ISA is a tax wrapper. A cash individual savings account (Cash ISA) allows you to earn tax-free interest on your savings. This means any interest you earn on the money in your Cash ISA won't count towards your annual allowance.

Your Chip Cash ISA Manager is ClearBank. Their details are: ClearBank Limited (company number 09736376) Borough Yards, 13 Dirty Lane, London, SE1 9PA.

ClearBank are approved by His Majesty's Revenue and Customers ("HMRC") as an ISA Manager pursuant to the Individual Savings Accounts Regulations 1998 (the "ISA Regulations"). They are authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA under firm reference number 754568. If you would like further information about this, please see the FCA register at https://register.fca.org.uk, or call the FCA on 0300 500 8082.

2. Opening a Cash ISA

When you open a Cash ISA with us, you are asked to confirm your personal details, and read and confirm a declaration about how you'll use your account. If you don't pay into your Cash ISA in a tax year, we'll ask you to confirm a new declaration. You'll need to do this before you can pay in again in a following tax year.

You can't open a joint Cash ISA and you can't hold money in your Cash ISA on behalf of anyone else. The account needs to be opened solely in your name.

You will also need to agree to ClearBank's Chip Cash ISA Terms and Conditions.

3. Payments into your Cash ISA

Under UK law, you can't pay into more than one cash ISA in each tax year. This means you can't pay into a cash ISA if you've already paid into another one in the same tax year. You also can't pay into a cash ISA if you've already used your entire annual allowance for the tax year.

The UK Government sets a limit on how much you can pay into a cash ISA each tax year. This limit also applies to combinations of ISAs if you have more than one. This is known as your 'annual allowance'. You can find the current limit on our website. Each tax year runs from 6 April to 5 April the following year.

The most you can pay into your Cash ISA is £85,000. You can build up your savings towards that limit over time, but you won't be able to add more than the annual allowance each tax year.

If you send a payment that takes you over these limits, the entire amount of the attempted payment will be sent back to your linked account.

You must pay into your Cash ISA by our deadline for it to count for that tax year. We will set out the cut-off time at the end of the tax year on our website. You must ensure your payment is received before this, for it to count towards your annual allowance for that year.

Subscriptions into your Chip Cash ISA will only count from the date that the payment settles in your Chip Cash ISA account held with ClearBank and not the date it was authorised within the Chip app.

You cannot transfer an ISA you hold with another provider into the Chip Cash ISA at this point in time.

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4. Withdrawals from your Cash ISA

Our Cash ISA is a flexible ISA, meaning you can take money out and put it back in without reducing your annual allowance.

This means that if you withdraw money, that amount must be paid back into your Cash ISA during the same tax year in order to maintain the tax benefits on those amounts. Please note that when withdrawing you won't lose the tax benefits which you already earned in previous tax years.

To move your money and keep your tax-free benefits, you can transfer your savings to another ISA manager. You'll need to contact your new ISA manager to start this process. We'll send your money and the supporting information for the transfer to your new ISA manager within five business days of receiving the transfer request. We'll also restrict your account while we're processing your transfer, which means you won't be able to pay in or out during this time. We'll keep paying interest on your money up until the day we move it out of your account to send to your new ISA manager.

You can transfer your Chip Cash ISA to another ISA provider. We call this a 'transfer out'. If you choose to transfer out your Chip Cash ISA, you should contact your new ISA provider and make arrangements based on their requirements. Your new ISA provider should then contact us to request the transfer out. You can only transfer your savings out of your Cash ISA if you want to transfer the full balance. If you do this, we'll close your Cash ISA account and you will not be able to open another ISA in the same tax year.

Your transfer out request will be processed by us within 5 working days. We will send the funds and relevant information to the new ISA provider after your new ISA provider has confirmed that the transfer should take place, and there is no reason (for example, to protect you from criminal activity) for the transfer to be stopped.

If you want the transfer out to include contributions from the current tax year, we must transfer all of the contributions from the current tax year. If the transfer includes contributions from previous tax years, we can transfer all or part of those contributions.

5. How we'll pay interest

Interest will be paid monthly into your Cash ISA. You won't pay tax on the interest you earn, as long as your ISA is managed in line with the UK Government's rules.

The Key Features Document will explain when and the frequency with which we may pay you interest. Interest will be calculated daily and paid monthly on the fourth business day of each month (unless we have told you otherwise). For the purpose of calculating interest, we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis.

Chip can change the interest rate of your Chip Cash ISA. The Key Features Document will explain when your interest rate may change, and how much notice we will give you. You can find the Chip Cash ISA Key Features Document here: https://www.getchip.uk/legal/policies-important-documents.

6. Life events

If we're told about your death, we won't allow any more payments into your Cash ISA. The person dealing with your affairs also won't be able to transfer your savings to another ISA provider.

UK Government rules set out a period during which interest earned on money in your account can continue to be tax-free after you die. This period can't last beyond the third anniversary of your death, so if your Cash ISA hasn't been closed by then, we'll move your money to another account. That account will be in your name but the tax-free benefits of the Cash ISA will no longer apply.

It's possible that the period of continuing tax-free benefits may end earlier. We'll rely on the person dealing with your affairs to tell us about this. If we're told that it has, we'll need to move your money at that point.

Other UK Government rules could apply if your spouse or civil partner had their own ISA. You may be able to pay the value of their ISA held on their death as an extra allowance into your ISA account. These payments are known as 'additional permitted subscriptions'. We don't currently accept additional permitted subscriptions.

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7. Cancelling or closing your account

You can cancel your Cash ISA within 14 days of opening it by getting in touch with our Customer Success team. If you do this, you'll be able to pay into another cash ISA in the same tax year. You'll still get the tax free benefits on any interest earned on your savings before you decide to cancel. Any money you'd paid in and interest you've earned will be sent back to your linked account. The money you'd paid in won't count towards your annual allowance for that tax year.

If your account is closed as set out in Part 1, you won't be able to pay into another Cash ISA in the same tax year. You'll still get the tax-free benefits on any interest earned on your savings before your account was closed.

If you don't operate your account in line with the ISA rules it becomes 'void'. This means you may need to pay tax on the interest you've earned on the savings in your Cash ISA. We'll contact you if we become aware this has happened. In such cases, we will follow any instructions from HMRC which may include removing money from or closing your Cash ISA.

Chip Instant Access Account (Powered by ClearBank)

1. All about our Chip Instant Access Account

The Chip Instant Access Account is an easy-access savings account managed by Chip, provided by ClearBank. This account allows you to earn interest on your savings.

2. Opening a Chip Instant Access Account

When you open a Chip Instant Access Account with us, you are asked to read and confirm the terms and key features of the account.

You can't open a joint Chip Instant Access Account and you can't hold money in your Chip Instant Access Account on behalf of anyone else. The account needs to be opened solely in your name.

You will also need to agree to ClearBank's Chip Instant Access Account Terms and Conditions.

3. Payments into your Chip Instant Access Account

The most you can pay into your Chip Instant Access Account is £1,000,000.

If you send a payment that takes you over this limit, the entire amount of the attempted payment will be sent back to your linked account.

When you deposit money into your Chip Instant Access Account via the Chip App, Chip processes your deposit and passes the money to ClearBank to hold in your account. If you deposit directly using your ClearBank account number and sort code, Chip is not involved in the processing of your deposit.

It may take up to three business days for your funds to arrive at ClearBank depending on how you deposit via the Chip app.

4. Withdrawals from your Chip Instant Access Account

If you make a withdrawal via the Chip app, we will receive the money from ClearBank before paying it out to your linked bank account.

If you provide an instruction to withdraw funds from a Chip Instant Access Account we will action your instruction that day. It may take up to 2 hours for your cash funds to reach your bank account.

5. How we'll pay interest

The Key Features Document will explain when and the frequency with which we may pay you interest. Interest will be calculated daily and paid monthly on the fourth business day of each month (unless we have told you otherwise). For the purpose of calculating interest, we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis.

Chip can change the interest rate of your Chip Instant Access Account. The Key Features Document will explain when your interest rate may change, and how much notice we will give you. You can find the Chip Instant Access Account Key Features Document here: https://www.getchip.uk/legal/policies-important-documents.

6. Cancelling or closing your account

You can cancel your Chip Instant Access Account by getting in touch with our Customer Success team. Any money you'd paid in and interest you'd earned will be sent back to your linked account.

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Chip Prize Savings Account (Powered by ClearBank)

1. All about our Chip Prize Savings Account

The Chip Prize Savings Account is an easy-access savings account managed by Chip, provided by ClearBank. This account allows you to enter a Prize Draw to win Prizes each month. This account does not offer interest.

2. Opening a Chip Prize Savings Account

When you open a Chip Prize Savings Account with us, you are asked to read and confirm the terms and key features of the account.

You can't open a joint Chip Prize Savings Account and you can't hold money in your Chip Prize Account Account on behalf of anyone else. The account needs to be opened solely in your name.

You will also need to agree to ClearBank's Chip Prize Savings Account Terms and Conditions.

3. Payments into your Chip Prize Savings Account

The most you can pay into your Chip Prize Savings Account is £85,000.

If you send a payment that takes you over this limit, the entire amount of the attempted payment will be sent back to your linked account.

When you deposit money into your Chip Prize Savings Account via the Chip App, Chip processes your deposit and passes the money to ClearBank to hold in your account. If you deposit directly using your ClearBank account number and sort code, Chip is not involved in the processing of your deposit.

It may take up to three business days for your funds to arrive at ClearBank depending on how you deposit via the Chip app.

4. Withdrawals from your Chip Prize Savings Account

If you make a withdrawal via the Chip app, we will receive the money from ClearBank before paying it out to your linked bank account.

If you provide an instruction to withdraw funds from a Chip Prize Savings Account we will action your instruction that day. It may take up to 2 hours for your cash funds to reach your bank account.

Any Prizes you may win are not cash and are applied to your PSA as a Bonus (see section 7 above), which is not FSCS eligible and are not included in your monthly average balance calculation for the competition. Prizes become cash once you withdraw your entire PSA balance into your linked bank account.

5. The Chip Prize Savings Account Prize Draw

A minimum average balance of £100 in aggregate is required to be held in your Prize Savings Account at the end of a Prize Draw's Qualifying Period in order to be eligible (the "Eligibility Criteria"). Provided you meet the Eligibility Criteria (and have not opted out of the prize draw), you will automatically be entered into each prize draw, subject to these Terms and Conditions. Full details of the Prize Draw can be found at: https://www.getchip.uk/legal/prize-savings-account-terms.

Standard Prize numbers and amounts can be found at: **getchip.uk/savings-accounts/prize-savings-account**.

You can opt out of the Prize Draw at any point either in-app or by speaking to our Customer Success Team.

6. Cancelling or closing your account

You can cancel your Chip Prize Savings Account by getting in touch with our Customer Success team. Any money you'd paid in and any Prizes applied to your account will be sent back to your linked account.

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Glossary

Algorithm the clever 'Al' that powers the Service

App any Chip application including our mobile application

Autosave a Save calculated using Chip's Algorithm

Chip X our premium subscription product with access to more great features

Chip Chip Financial Ltd

Nominated Account the bank account that you have linked to the Service Saves

A deposit made into an account in your Chip app.

Saving Plans This is where you can set up Autosaves or Recurring Saves

Service our App and the Algorithm, working to help you achieve great things with your

finances

EFFECTIVE DATE: 12 Mar 2024

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