

Terms and Conditions (Numbrs App)

The Numbrs App is operated by Numbrs Personal Finance AG, Edenstrasse 20, 8045 Zurich, Switzerland (hereinafter referred to as “Numbrs”, “we”, “us”, “our”). These Terms and Conditions (“Terms”) set out the agreement under which we may provide you with use of the Numbrs App and our associated services.

These Terms may be updated from time to time. Any changes will be published on our [website](#) and in the Numbrs App and/or we will inform you accordingly (e.g. by email). You have the right to request a copy of these Terms in any durable medium, or you can download them in PDF format by clicking on this [link](#).

If you have any questions about these Terms, please contact our support team at support@numbrs.com. Numbrs provides its services exclusively on the basis of these Terms. Details regarding our authorised representative and further information can be found in the [Contact Us](#) section of our website.

1. Scope

These Terms apply to every user of Numbrs App (hereinafter referred to as “you” or “user”). No other Terms apply to the provision of the Numbrs App except as set out in these Terms, unless we have agreed otherwise with you in writing.

Our acceptance of your order will take place when we take payment details from you and make the Numbrs App available to you, at which point a subscription contract will come into existence between you and us.

2. Your agreement with Numbrs

2.1 Creating a Numbrs User Account

The use of the Numbrs App is not intended to be available to users for persons under the age of 18. If you are younger than 18 years old, you are unfortunately not permitted to use the Numbrs App.

In order to use Numbrs' services, you must (1) satisfy the age requirements, (2) be authorised to enter into a legally binding contract with us and not be prevented from doing so by applicable laws, and (3) be

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located in a country where our service is available. Please check the Numbrs App to see if our service is available in your country.

Numbrs will provide you with its services, as soon as you subscribe for the Numbrs App (see section 2.2.). To create a Numbrs user account and subscribe for the Numbrs App, you must provide us with all the data as required in the registration form. By then accepting these Terms and subscribing for the Numbrs App, you receive a simple and non-transferable right to use the Numbrs App in its current version. A separate declaration of acceptance by Numbrs is not required. You must personally create an account, as we do not accept registrations carried out by third parties on your behalf. You are only permitted to have one Numbrs user account. We reserve the right to refuse to accept your registration where we have reasonable cause, or should we believe that by doing so would result in us being in breach of any applicable law or regulation. These Terms are only available in English.

2.2 Subscription

After you have downloaded the Numbrs App, you can subscribe to the Numbrs App. Only after you purchase the paid subscription, will you have access to all the contents and services of the Numbrs App (see paragraph 3). We offer paid subscriptions on a trial basis for a certain period of time free of charge (see paragraph 2.4).

You can subscribe by following the steps as indicated in the Numbrs App. Numbrs offers monthly or yearly subscription options. Our monthly subscription is payable in monthly instalments. You agree that Numbrs may automatically charge the monthly subscription fees to the payment method you provide until cancellation. To avoid being charged for the next monthly subscription, you must cancel your subscription at least two (2) days before the automatic renewal date. A refund of pro rata subscription time is not possible.

The fee for our annual subscription is paid in the form of a one-off advance payment. The annual subscription fee is automatically renewed for another year at the end of the respective subscription period if you do not cancel your annual subscription at least two (2) days before the automatic renewal date.

The fees for paid subscriptions are displayed in the Numbrs App. The fees are due in advance when you subscribe for the Numbrs App. The payment methods vary depending on the country you are in and are displayed before you take out the paid subscription.

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Any bank charges caused by payments on your account are at your expense. If payment is not received using the payment method you have provided, you undertake to pay all amounts due at our request.

Subject to these Terms and payment of applicable subscription fees, Numbrs grants you a limited, non-exclusive, revocable license to use the Numbrs App for non-commercial purposes.

2.3 Term and Termination

2.3.1 Cancelling your subscription

You have the right to cancel your subscription within 14 days after first accepting these Terms or within 14 days after you subscribe to the Numbrs App - whichever is the later date. To exercise your right, you can (i) notify us by sending an e-mail to support@numbrs.com; or (ii) complete the following model cancellation form:

I/We [] hereby give notice that I/We [*] cancel my/our [*] subscription for following service [*],*

Ordered on [/received on [*],*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[] Delete as appropriate*

To comply with the cancellation period, it is sufficient for you to send your cancellation notification before the end of the cancellation period. If you decide to cancel your subscription within the first 14 days, we will reimburse you for any payments we have received from you using the same method of payment that you used to purchase your subscription.

Thereafter, you can cancel the subscription at any time with effect from the end of the subscription period. You must cancel your subscription at least two (2) days before the automatic renewal date. If you cancel more than 14 days of the start of your subscription you will continue to have access to the Numbrs App to the end of your current billing period and you will not be entitled to a refund.

You can cancel the subscription by cancelling the automatic renewal of paid in-app subscriptions via the Apple iTunes Store or the Google Play Store. To cancel or manage your subscription, you must select

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"Subscriptions" in your iTunes Store or Google Play Store account settings and then follow the respective procedure.

2.3.2 Our rights to end your subscription

We may end your subscription at any time by writing to you if:

- (a) you are in material breach of any of these terms and you do not correct the breach within 21 (twenty-one) days of being told by us in writing that you are in breach;
- (b) you do not make any payment to us when it is due and you still do not make payment within 30 (thirty) days of us reminding you that payment is due;

We may write to you to let you know that we are going to stop providing the Numbrs App as a subscription service. We will let you know at least 90 (ninety) days in advance of our stopping the supply of the service.

2.3.3 Your rights to terminate because of something we have done or are going to do

If you are ending your subscription for a reason set out below, the contract will end immediately and we will refund you in full for any service you have paid for but not received. The reasons are:

- (a) we have suspended supply of the Numbrs App for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 (seven) days; or
- (b) you have a legal right to end the contract because we are in breach of these Terms.

2.4 Free Trial

We offer our subscription free of charge on a trial basis for a certain period of time. Before you can use the trial subscription, you will be asked to submit your payment details (e.g. via Apple ID). By providing this information, you acknowledge that we may automatically begin charging you for the paid subscription on the first day after the trial subscription ends.

If you do not agree with being charged for the subscription fee, you must cancel the subscription before the end of the free trial period (see paragraph 2.3.above). If you cancel your subscription during the free trial period, your access to the Numbrs App will stop automatically at the end of your free trial period. If

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you cancel after the end of your free trial, you will continue to have access to the Numbrs App to the end of your current billing period and you will not be entitled to a refund.

3. Description of Services

3.1 The Numbrs Timeline

The Numbrs App provides you with an overview of all transactions made within the accounts (e.g. your credit card accounts or cryptocurrency accounts) connected to the Numbrs App. The Numbrs App will automatically update the account information of your connected accounts if you choose to use the "Notifications" function. For technical reasons, this information will appear via the communication centre of the operating system of your device (for example, Apple Notification Centre). If you do not want to receive such notifications, you can disable push notifications on your device or change the settings in the Numbrs App.

Please be advised that some banks may charge a fee for the repeated retrieval of bank data. Should you be in any doubt, please clarify with your bank whether such fees may arise before proceeding. Numbrs is not responsible for any fees imposed by your bank and does not accept liability for any such fees that you may be charged with. Furthermore, for the Numbrs App to work properly, you will sometimes need your authorised device to be connected to the internet, in which case you should check whether any data or fees may apply before proceeding. We do not accept any liability for any charges imposed by your internet service provider for use of the internet.

You may also be able initiate payments from these accounts. Whether this functionality is available depends on the account. Please note that the Numbrs App only initiates the payment and can only display the information provided by the respective provider (e.g. the bank). Furthermore, the functionality of the Numbrs App is wholly dependent on you providing correct and complete data and keeping such data up to date. Numbrs does not accept any liability for any inaccuracies in the incoming and outgoing payments displayed in the Numbrs App, to the extent that such inaccuracies do not arise as a direct result of any fault of Numbrs.

3.2 Automatic categorisation

The Numbrs App allows you to monitor and control your spending habits, by automatically categorising your spending (for example, food, restaurant or leisure). You can manually change the category for each

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individual transaction at any time and use these categories to help you budget. You can also manually enter information about your personal financial goals so that the Numbrs App can provide you with insights and forecasts about your financial behavior. This feature is for your information only and does not constitute any type of advice given by us to you.

3.3 Neo

Numbrs' Neural Engine, called "Neo", is one of the most advanced AI technologies for analysing financial data and helps you manage your finances more easily, quickly and smarter. The AI function "Neo" analyses all of your transactions. The information is provided "as is", without warranty of any kind, whether express or implied. Numbrs assumes no responsibility for errors or omissions and will not be liable for any direct, or indirect losses.

3.4 Loyalty Cards

You can add your loyalty cards (e.g. Tesco Club Card or Sainsbury's Nectar Card) to the Numbrs App by entering your loyalty card number or by scanning the barcode. The barcode of the loyalty cards will thereby be displayed within the Numbrs App, which will allow you to scan it in the respective store. You may not add another person's loyalty card to your Numbrs account without their express permission. You have the option of adding your loyalty cards as a widget to the dashboard of your device. With this widget, you can easily access your loyalty card without having to open the Numbrs App and without unlocking your device. We assume no liability for any direct or indirect loss, damage or consequential loss of any kind whatsoever that may arise as a result of the addition of your loyalty cards as a widget, provided that such losses do not arise as a direct result of any fault of Numbrs.

3.5 Calculators

The Numbrs App provides a variety of calculators, for example a loan calculator, a savings calculator, a smoking calculator, etc. These calculators serve as a tool to support you with your saving strategy to achieve your personal financial goals.

The Numbrs App and Numbrs do not provide any lending, financial, legal, tax, investment or other advice, neither should any information provided be relied upon as such or be considered in any way a substitute for such services. You must consult your advisors before making any decisions. The calculators and all of the information it contains are provided "as is", without warranty of any kind,

whether express or implied. Numbrs assumes no responsibility for errors or omissions and will not be liable for any direct, or indirect losses based on your use of the calculators. This does not affect your legal rights in relation to faulty or mis-described products.

3.6 Fingerprint and face recognition

You can log into the Numbrs App using fingerprint or face recognition, provided that the device you are using supports this feature (e.g. TouchID or FaceID from Apple). Numbrs will not collect your biometric data. For more information on how fingerprint or face recognition identification works, please contact the provider of that feature.

4. Security of your data

Numbrs will continuously update, expand or modify the Numbrs App to respond to changing user interests, to fix technical errors and to introduce new features. We therefore recommend that you keep the Numbrs App, all other software on your device and your operating system up to date (for example, with respect to the latest security patches).

The data transferred between the Numbrs App on your device and the Numbrs' systems is done via TLS/SSL connection. Your bank transaction data is stored securely by Numbrs in a data center in Germany certified according to the PCI-DSS and ISO27001 standards. Numbrs is entitled to adapt the technical measures for the protection of your data from time to time (e.g. due to further development of the state of the art or due to current knowledge in the field of cryptography).

We may communicate with you via various methods including email. Although all of our emails are scanned for viruses, it is recommended that any attachment(s) be scanned by yourself as we cannot be held liable for any loss or damage caused by software viruses. If you choose to communicate with us via email, please be aware that email communications without the use of encryption, may not be the safest method of communication and third parties may be able to access it. Numbrs is not liable for such access. If you wish to guarantee the safety and confidentiality of any information you send to us via email, encryption methods should be used.

Numbrs provides you with the Numbrs App in its current version. You are not entitled to request the maintenance of the Numbrs App in the state it was in when you accepted these Terms or at a later date. The Numbrs App supports mobile devices with iOS or Android operating systems. Numbrs reserves the

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right to offer the Numbrs App only for certain operating systems and/or only for certain versions of operating systems. We advise you to always keep your operating system up to date.

We do not share your data with unauthorised third parties. Your information may be shared with authorised third parties in some situations, particularly when it is strictly necessary to provide and improve our services. Under no circumstances will we sell your data to third parties. You can find further information in our [privacy policy](#).

The Numbrs App may not work on all devices. In particular, if you install the Numbrs App on a device with an operating system that has been modified in a way that breaches the requirements of the manufacturer or supplier of the device, including circumventing any restrictions without authorisation (a “Modified Device”), then it may not work and you should not use it on this device. We will not be responsible for any loss caused by use of the Numbrs App on a Modified Device or by the failure of the Numbrs App to work properly or at all in that case. When using Modified Device, you will bear the burden of proof that a defect was not caused by the modification of the device.

We will need to carry out planned and, occasionally, unscheduled technical maintenance from time to time, during which you will not be able to use the Numbrs App.

We cannot guarantee that use of the Numbrs App will be uninterrupted or error-free. As with most services that are being provided online, we also cannot guarantee that the Numbrs App is free of any viruses or other malicious code, although we do everything we can to prevent this happening. If any defects occur, we request that you document these and send them to Numbrs in writing. Among other things, your information will allow us to improve our service. Please tell us about this using support@numbrs.com. This does not affect your legal rights in relation to faulty or mis-described products.

We may adapt the technical and organizational measures we use to protect your information (to reflect improvements in technology, for example) as long as this does not reduce the level of protection we apply to your information.

5. Regulated services (provided by the AISP / PISP)

The regulated services, being the account information services (“AIS”) and payment initiation services (“PIS”), that are provided within the Numbrs App, are provided by the following partners:

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- TrueLayer Limited, whose registered office is at Level 3, 1 Hardwick Street, London, UK, EC1R 4RB (“TrueLayer”). TrueLayer is authorised by the UK Financial Conduct Authority under the Payment Services Regulations 2017 to provide account information services and payment initiation services (Firm Reference Number: 793171).
- FinTecSystems GmbH, Gottfried-Keller-Str. 33, 81245 Munich, Germany (“FinTecSystems”). FinTecSystems is authorised by the German Financial Supervisory Authority (the BaFin) under the Payment Services Supervision Act (ZAG) to provide account information and payment initiation services (Firm Reference Number: 152149).
- We may use a service provided by fino run GmbH (“fino”), Universitätsplatz 12, 34127 Kassel, Germany, that allows you to send information on your payment accounts to us and other service providers. Fino is authorised by the German Financial Supervisory Authority (the BaFin) under the Payment Services Supervision Act (ZAG) to provide account information and payment initiation services (Firm Reference Number: 150228).

As the provider of AIS and PIS, FinTecSystems, TrueLayer and fino are hereinafter collectively referred to as “AISP” and/or “PISP”. In order to use the regulated services, you will be asked to agree to the Terms of Service of the AISP/PISP and enter your payment account details with the respective AISP/PISP. For some banking connections, you will be redirected to your bank by the respective AISP/PISP in order to authenticate yourself. The Terms of Service set out the terms on which you agree to the respective AISP/PISP accessing information and/or initiating payments from your payment accounts upon your request.

The AISP/PISP provide their services free of charge for the user. In order to use the account information and payment initiation service, you must complete all data fields in the form, and provide your bank’s online banking access credentials. The use of the account information and payment initiation services within the Numbrs App is possible as soon as the AISP/PISP provides you with the regulated services and after you’ve accepted their Terms of Service. A separate declaration of acceptance on behalf of the AISP / PISP is not required.

5.1 Account Information Services

With your permission, the AISP will request and collect your transaction data from your bank and then forward it to Numbrs. The Numbrs App will then display an overview of incoming and outgoing payments

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for all bank accounts connected with the Numbrs App. We can only provide you with these functionalities, if you provide us with correct, complete and up-to-date information. Numbrs cannot accept any liability for any inaccuracies in the incoming and outgoing payments displayed in the Numbrs App.

5.2 Payment Initiation Services

You can initiate payments from one of your bank accounts to another bank account through the Numbrs App. The Numbrs App supports local transfers as well as international SEPA transfers. The Numbrs App also enables you to create and manage standing orders, depending on the bank account connected.

Your bank may have agreed with you that payment orders received after a certain point in time are not deemed to have been received until the following business day. The maximum execution time for the payment order and limitations for payment initiations depends entirely on the agreement between you and your bank.

Neither Numbrs nor the PISP charge a fee for transmitting your payment order to your bank. You may pay a fee to your bank for the execution of the payment order in accordance with the agreements with that bank. If you initiate a payment in a currency other than the currency of your account, the applicable exchange rates are based on the agreements with your bank. The same applies to the interest rates that apply if you overdraw your account with the payment initiation or if your bank charges negative interest on your balance.

The service described above is limited to providing your bank with the data for a payment order that is necessary to initiate the payment you request, but does not include the execution of the payment itself. Your bank is entirely responsible for the execution of the payment. Please also note that Numbrs can only display what is provided by the PISP. Please contact your bank if you need to verify whether a payment initiation was correctly executed. Numbrs can only assume liability for the fact that the data you provided was immediately forwarded to the PISP. Numbrs is not responsible for ensuring that your bank executes the payment order and that your bank reports this correctly.

6. Obligations of Numbrs

We are under a legal duty to supply services that are in conformity with these Terms. Nothing in these Terms will affect your legal rights.

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Numbrs is committed to providing support for enquiries via email or via the live chat feature provided within the Numbrs App. Numbrs will normally respond to your enquiries within 2 working days. Please note that depending on the nature and extent of your question, an answer or solution may not be provided within 2 working days. Furthermore, Numbrs may refer you to a product provider or to the AISP/PISP where appropriate.

7. Obligations of the user

You agree that you will:

- not try to access the account of a third party via the Numbrs App;
- not try to access the loyalty card of a third party via the Numbrs App without their express permission;
- not transfer or try to transfer viruses, trojans, worms or other malicious code into our systems;
- not hack, reverse engineer or manipulate our systems or try to do so;
- not use the Numbrs App in a way that breaches any laws or regulations, or that might put us in breach of any laws or regulations;
- not violate any contractual agreements with the providers of your account when using the Numbrs App; and
- keep your data in the Numbrs App up to date.

If we have reason to think that you are in breach of any of these Terms, we can temporarily suspend your access to the Numbrs App while we investigate the matter further. Numbrs will inform you about the suspension of your account, unless by doing so we would be violating any of our legal obligations. Should we decide that you have not breached these Terms, we will restore your access to the Numbrs App as quickly as we can.

You are responsible for keeping your individual login details secret and secure and for protecting them from being obtained or used by any other party. You should not write them down or store them in a way that allows any other party to gain access to the Numbrs App. Should any of your devices on which you have installed the Numbrs App or where you may have consequently backed up your data, be lost or stolen, anyone in possession of the device may be able to access your Numbrs App user account. You are responsible for contacting us immediately in the event of the loss or theft, or in the event of your knowledge of any misuse of, or unauthorised access to your Numbrs App account. You may contact our

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support team via support@numbrs.com. Security instructions for handling your password and the security code can be found on our [website](#).

8. Our liability

We are responsible to you for the loss or damage you suffer that is a foreseeable result of us breaching these Terms, except for where it is excluded by this paragraph or otherwise in these Terms. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will happen or known by both you and us at the time you entered into these Terms that it might happen.

We are not legally allowed to exclude or limit our liability 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, for fraud or fraudulent misrepresentation, or where the Numbrs App is not fit for purpose, of satisfactory quality or not as described. If you use the Numbrs App for any commercial or business purpose, we will not be liable to you for:

- loss of profit or anticipated savings;
- loss of business or business opportunity;
- loss of goodwill; or
- any special, indirect or consequential damage or loss.

9. Data Protection

You may find more information regarding data protection in our Privacy policy which may be found in this [link](#). The Privacy Policy forms part of these Terms.

10. How we can change the Numbrs App or these Terms

We can change these Terms or change the Numbrs App for any of the following reasons:

- to add new features to the Numbrs App;
- to withdraw any features or functionality;

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- to reflect changes (including expected changes) to law or regulation, including any decision of a court, regulator or ombudsman;
- to reflect any changes to our costs of providing the Numbrs App; or
- to respond to any changes of the technology we use or might want to use.

As these Terms have no expiry date and we hope that you will use the Numbrs App for a long time into the future, we may need to amend these Terms or the Numbrs App where we have a good reason that is not listed above.

We will tell you about these amendments by:

- bringing any amendments to your attention when you next access the Numbrs App and asking you to confirm your agreement to the changes; or
- emailing you information about the amendment. We will use the email address you have provided. If we use an email to tell you about the amendment, we will aim to give you at least 30 days advance notice prior to the amendment coming into effect.

If you do not want to accept the amendment, you can end this agreement by sending an email to support@numbrs.com within 30 days of receipt of the email. On receipt of such email, Numbrs is entitled to terminate this contract before the changes take effect without notice, with the result that your Numbrs user account will be deleted. The original terms and conditions shall continue to apply until termination.

If you do not terminate this agreement beforehand, the amendment will come into effect after the notice period (where notified by email) or immediately (where notified through the Numbrs App).

11. Other important terms

These Terms will be communicated in English.

These Terms are governed by English law. Any dispute between you and us in connection with your use of the Numbrs app, and our associated service, and/or these Terms, may be brought in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts. If a court decides that we cannot rely on a part of these Terms, the rest of the Terms will continue to apply, as each of the

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provisions of these Terms operate separately.

By accepting these Terms, you also agree to receive documents and statements from Numbrs in connection with the use of the Numbrs App on an electronic data carrier.

Included within our standard Services, and following your acceptance of these Terms, Numbrs also provides a free information service that allows you to receive email updates about the Numbrs App and related services and benefits. If you are not interested in this service, you can cancel it at any time. Should you wish to unsubscribe, you can do so by clicking on the "Unsubscribe from Newsletter" button in any Numbrs email or by clicking on "Profile" > "Settings" > "Notifications" in the Numbrs App to turn off the "Tips and Tricks" feature. Alternatively, you can contact our support team.

If you have a complaint about the Numbrs App, please give us a chance to resolve it by sending an email to support@numbrs.com. Please be assured that we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). **Full details can be found on the FOS website at www.financial-ombudsman.org.uk.**

You may also submit a dispute for online resolution by using the [European Commission Online Dispute Resolution Platform](#).

These Terms were last updated on January 19th, 2021.