

**BnkPro**

BnkPro Ltd

# Terms and conditions

Effective on 21 July 2021

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Please read the Terms and conditions (these **Terms**) carefully alongside our policies that are available on our [website](#). It is important to keep these Terms to hand in case you need to refer to them.

## 1. Welcome to BnkPro by FxPro® Group

- 1.1 Thank you for opening an electronic money (e-money) account and card with BnkPro offered by FxPro® Group. These Terms form the agreement between you and us. Affiliate entities within the FxPro® Group may offer you other services, which will be subject to separate terms and conditions between you and the specific company.
- 1.2 The BnkPro offering is comprised of the BnkPro e-money account(s), card(s) and securities trading and investing, which can be managed through the BnkPro mobile app.
- 1.3 To open, use and maintain the BnkPro mobile app, e-money account(s), card(s), securities trading and investing you need to meet certain eligibility criteria and pass our validations for the products and services that you request from us. Please refer to the [Eligibility and validations](#) section for details.
- 1.4 The BnkPro e-money account(s), card(s), and mobile app are provided on an ‘as-is’ basis. We cannot guarantee that the BnkPro e-money account(s), card(s), or mobile app will be offered to you without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software. We will, occasionally, be required to perform maintenance, planned or otherwise, which will affect or disrupt some or all the services. We will do our best to notify you before any maintenance and/or disruption to the services occurs. Where this is not possible, we will notify you as soon as possible afterwards.

## 2. About these terms

- 2.1 By using the BnkPro e-money accounts and cards, you agree to these Terms so we recommend that you read these carefully to understand all the terms that apply to you. There may be terms in this document that apply to specific products or services that you do not use. Those terms will not be part of the agreement we have with you. We will always be clear as to the terms that apply to certain types of products or services, so you will know which terms are part of your agreement. But if you are not sure you can contact us. You can find our contact details in these Terms or on our [website](#).
- 2.2 If, at any time, you need another copy of these Terms you will be able to find an updated version on our [website](#). If you prefer a paper copy of these Terms, you can always contact us, and we will send you one by post.

- 2.3 English language is the language for these Terms. Any non-English version of these Terms is provided for translation purposes only.
- 2.4 We also gave you these Terms before your e-money account(s) and card(s) were opened.
- 2.5 Only you and we are covered by these Terms. Our services are not to be used for business purposes.

### Where to find what you need

2.6

What	Where
Mobile app	These Terms
E-money accounts	These Terms
Mastercard debit cards	These Terms
Securities trading and investing	Please refer to the FxPro UK Limited 'Terms and Conditions' available on our <a href="#">website</a> .

### Glossary of terms

2.7

Term	Meaning
App	Means the BnkPro mobile app, which can be downloaded to any mobile device that supports it and allows you to make payments, transfer money between your e-money account(s), view your balances and recent transactions, and more.
ATM	Means automatic teller machine or cashpoint facility or cash dispenser or cash machine
Account	Means your e-money primary account and/or additional account(s) opened with BnkPro offered by FxPro® Group under these Terms.
Base Currency	Means the currency your primary Account is in, which reflects the currency of your country of residence at the time you opened your primary Account with us.
Business Day	Means any day Monday to Friday excluding any bank holiday in the UK.
Card	Means any BnkPro physical, digital, or virtual Mastercard debit card.
Foreign Currency	Means any currency that is not your Base Currency.
Payment Devices	Means the App, your e-wallet, BnkPro Account(s) and Cards.

<b>Security Details</b>	Means passwords, personal identification numbers (PINs), security codes and biometric information (such as face, fingertip etc).
<b>You, your, and yours</b>	Means each individual who has been approved by us for an Account.
<b>We, us and our</b>	Means BnkPro Ltd, member of FxPro® Group, unless stated otherwise.
<b>Website</b>	Means the BnkPro Ltd website at bnkpro.com.

2.8 Regarding the meaning of certain words and phrases, the following apply when interpreting these Terms:

- (a) Unless indicated to the contrary words and expressions that begin with a capital letter in these Terms will have a specific meaning.
- (b) Capitalised terms can be used in the singular or plural (as appropriate).
- (c) Any reference to a document (including any information provided) shall include a reference to that document as amended from time to time.
- (d) Where there is a reference to 'including' or 'includes' this should be interpreted as including without any limitation.
- (e) Any 'sub-sections', 'clauses', 'titles' have been inserted for convenience purposes only and shall not affect the construction of these Terms.
- (f) The bolding of certain paragraphs, words or phrases in these Terms is for ease of reference only. You should ensure that you read these Terms in full.

### 3. Getting in touch

#### How we will contact you

3.1 If we need to reach you, we will e-mail you to the e-mail address you registered with us. We may also call you on your mobile or send you text messages to the most recent number you given us. We may send you notifications via our App too. We will communicate with you in English. If we do contact you, we will never ask you to give us, or any other person working for us, your full Security Details.

It is important to inform us when any of your contact details change. If you do not, we may not be able to contact you to tell you about changes affecting your Accounts.

#### How you can contact us

3.2 If you have any questions about these Terms or need to get in touch with us, please contact us:

<b>Website</b>	bnkpro.com
<b>E-mail</b>	<a href="mailto:support@bnkpro.com">support@bnkpro.com</a>
<b>Phone</b>	+44 (0) 203 0231 777

- 3.3 You can find our current opening hours on our Website.
- 3.4 We record and archive telephone discussions among you and us for training and other purposes. Such recordings, which are kept for a specific period - but no longer than required or permitted by law - may be used as evidence in any judicial, arbitral or regulatory proceedings. You consent to such recordings. You are not entitled to cite in your favour any technical defect in the telephone recording system, or the fact that a discussion was not recorded.
- 3.5 In addition to telephone discussions, we may also be monitoring and recording e-mails between you and us. Both telephone discussions and e-mails may be subject to storage by us and third parties we cooperate with - in line with our Privacy Policy.
- 3.6 Please be aware that transmitting information using electronic communication such as e-mail cannot be regarded as secure because information can be intercepted, amended, corrupted, lost, destroyed, contain viruses, arrive late or incomplete. We will not be responsible for any errors, omissions or damages resulting from the use of such electronic communication except where we fail to exercise reasonable care, prudence, and diligence.

### **How we will ensure it is you**

- 3.7 When calling you about your Accounts, we will ask you some security questions – this is to ensure that indeed we talk to you. We will never ask you to reveal to us your passwords or PINs.
- 3.8 We will consider as genuine any request coming from the App or Card, which you can only use after entering any of your Security Details.

## **4. Eligibility and validations**

### **Eligibility criteria**

- 4.1 To apply to receive our products and services you must be an individual - at least 18 years old - and have authority to enter into these Terms without violating any law or regulation by doing so. You confirm that you are not an agent acting for an undisclosed principal or third-party beneficiary.
- 4.2 You confirm that the information (including documentation) provided to BnkPro during the account opening process is correct.

- 4.3 We reserve the right not to accept your application and may reject your application to the extent permitted by law and without providing any reason for this.
- 4.4 If we discover that you do not meet the eligibility criteria, or if you inform us that you no longer meet them, we have the right to act.

### **Validations**

- 4.5 You entitle us to rely on the information you provide to us.
- 4.6 You authorise us, directly or through third party providers, to use several technological and other means to validate such information.

## **5. Information we need from you and when we can share it**

### **General**

- 5.1 Before and during our business relationship, we will collect, use, process, disclose, transfer, and store your personal data to provide our services to you. We will do so as detailed in our Privacy Policy the most updated version of which can always be found on our Website.
- 5.2 It is important that your personal data are accurate and complete at all times.
- 5.3 If you are no longer happy for us to collect, use, process, disclose, transfer, and store your personal data, we will have to stop providing you with our services. However, we may keep your personal data and use it where we have lawful grounds to do so. For example, if we need to retain your personal data in our records for regulatory purposes.

### **Changing or updating your personal details**

- 5.4 It is important that you tell us, as quickly as possible, if anything changes to your personal or other data. This includes changes to your home address, contact details, nationality, economic profile and tax related information.
- 5.5 From time to time, to comply with our regulatory obligations, we may need to ask you to send us information or documentation. If we do, and you do not provide it to us as soon as you can, we may need to stop a transaction, refuse your access to the App, or close your Accounts, Cards or trading and investing in securities.

### **Tax information and reporting**

- 5.6 We will collect certain tax information from you. We may share this with the UK tax authorities and tax authorities in other countries, where needed. You need to contact us, as soon as possible, if any of your tax circumstances change (for example, if you changed country of

residence). Some countries tax laws may apply to you even if you are not a citizen or do not live there. If we ask you for any information, which is required for us to comply with our tax reporting obligations, you must provide this to us quickly, otherwise we may need to close your Accounts.

- 5.7 We cannot advise you on tax and, if in any doubt, you should speak to an independent tax advisor. Tax laws and their interpretation is subject to change. You will always be responsible for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us.

## **6. How the app works**

- 6.1 You will be able to manage your Accounts and Cards, through the App.
- 6.2 You can check the balance of your Accounts/Cards and access a record of all transactions into/out of your Accounts/Cards, and more by accessing the App. We recommend that you do this regularly to help you spot any transactions that you do not recognise that might be unauthorised or fraudulent.
- 6.3 You are responsible for ensuring that the system through which you are accessing the App (including the equipment and software) conforms to the minimum technical requirements described on our Website.
- 6.4 To ensure complete and proper access to your Accounts and Cards and get required updates, you agree to maintain the latest version of software (as applicable) on your mobile device. If you make unauthorised modifications to your mobile device, such as by disabling hardware or software controls (for example, through a process sometimes known as 'jailbreaking'), your mobile device may no longer be eligible to access or manage your Accounts and Cards. You acknowledge that use of a modified mobile device in connection with your Accounts or Cards is expressly prohibited, constitutes a violation of these Terms, and could result in our denying or limiting your access to or closing your Accounts/Cards as well as any other remedies available to us under these Terms.
- 6.5 The balances reported on the App are approximate real time balances rather than settled balances. This means that the balance may not be considering pending debit or credit transactions. Once we receive information on any pending transactions, the balances will be updated accordingly.

## 7. How the e-money accounts work

### General

- 7.1 E-money is broadly defined as an electronic store of monetary value on a technical device that may be widely used for making payments. Your Accounts, which are accessible through the App, store e-money issued by us. E-money is an electronic alternative to cash and can be used to pay for goods and services, either through an Account or the use of a Card. When you or someone else pays money into your Accounts we will issue an equivalent amount of e-money in your Base Currency.
- 7.2 Any charges (including subscriptions) we apply, will be deducted from your primary Account unless we tell you otherwise. Same applies to any fees for domestic and international payments, details of which can be found on our Website.
- 7.3 If you have more than one Accounts in your name, you can make payments between them. Your money will move immediately. Please refer to the [Multi-currency accounts](#) section for more information.
- 7.4 You can transfer funds between from your primary Account and additional Accounts, subject to any currency exchange fees.
- 7.5 Unfortunately, as an electronic money institution we cannot pay you interest.

### Multi-currency accounts

- 7.6 You can open several Accounts in different currencies, as indicated on our Website.
- 7.7 If you make a payment in a currency which we support, we will credit your Account in the corresponding currency Account - if it exists. If it does not, then an additional Account will be created in that specific currency and the amount will be credited accordingly. Please get in touch with us if you are unsure. If you make a payment in a currency which we do not support, then the amount will be credited in your Base Currency subject to the available daily currency exchange rate. We will notify you through the App of the creation of an additional Account.

### Payments into your accounts

- 7.8 You can pay into your Accounts any amount by bank transfer or card. Any payments made are subject to charges and/or currency exchange fees as described on our Website. Third parties can also pay money into your Accounts, for example through a bank transfer.
- 7.9 Upon the receipt and clearance of the incoming payment we will issue e-money into your Account equivalent to the value of the incoming payment.
- 7.10 Payments can be made in different currencies as listed on our Website.

- 7.11 We do not accept cash or cheques.
- 7.12 You may use your Accounts to make transactions. You may not use or permit any of your Accounts to be used for any illegal purpose, including in connection with unlawful or illegal goods or services.

### **Payments into your accounts by mistake or fraud**

- 7.13 If we pay into your Accounts an amount by mistake or because of a system error, we will automatically take it out. If you have insufficient funds in your Accounts, you will have to repay us the relevant amount.
- 7.14 If someone in the EEA has made a payment into any of your Account by mistake (for example, because the payer gave the wrong recipient details), we will check with you first before taking any action. If you believe money was sent to you correctly, we may need to share some information such as your name and address with the paying institution, so the payer can contact you. In all other cases, we will deal with payments made into your Accounts by mistake depending on how they were made and where they came from. In some of those cases, we will contact you to ask your permission before taking them of your Accounts.
- 7.15 If a payment in any of your Accounts is the result of fraud or criminal activity, we can remove it without your permission or giving you advance notice.

### **Payments out of your accounts**

- 7.16 You can take money out of your Accounts, via the App, if you have sufficient funds to cover the full amount, including any charges - if applicable. If you do not, we will refuse the payment. If, for some reason, your payment is permitted despite insufficient funds you are responsible for repaying us. Otherwise, your Accounts will be in arrears and the provisions of the [Using money in one Account to pay off another \(known as set off\)](#) section will apply.
- 7.17 The type of payment you can make and the details we need to process each type of payment can be found on our Website.
- 7.18 We will treat a payment out of your Accounts as being authorised by you when you use your App to instruct a transfer to a recipient.
- 7.19 It is important when setting up a new recipient in the App, to check that all details provided are accurate and complete (usually the sort code and account number or equivalent for overseas payments, the name of the account holder etc). If they are not, we may be unable to process a payment to that recipient or the payment may be delayed or fail to reach that recipient or may be paid to an unintended recipient and you may suffer loss. We will not be responsible for any loss you may suffer because of not including all the necessary information for a recipient, or if the information you provided is incorrect.

- 7.20 You are responsible for ensuring that you have enough balance in your Accounts to cover all outgoing payments plus fees and charges.
- 7.21 If you made a payment out of any of your Accounts by mistake (for example, you used the wrong recipient details), please contact us as quickly as possible. We will try to help you recover the funds, but we will not be responsible for any loss you may suffer.
- 7.22 You must contact us quickly if you do not recognise a payment out of your Accounts. If you tell us that someone has taken money from an Account of yours without your permission, we will usually refund you as long as you tell us about this as soon as possible. For more information, please refer to the [When payments go wrong](#) section of these Terms.

### **How quickly payments will be in processed**

- 7.23 The processing times of **payments in** (= how long payments take to appear in your Accounts after we receive them)
- 7.24 The processing times of **payments out** (= how long payments take to reach their destinations after we receive them) vary depending on the payment type you choose. Details of these times are available on our Website.
- 7.25 For **payments out**, where a currency conversion is required, this may increase the time that it takes for the money to reach the recipient's account.
- 7.26 You must contact us if you were expecting a payment in and you have not received it or if tried to make a payment out and it has not reached its designation.

### **Changing or cancelling payments**

- 7.27 If you have asked us to send a payment, this cannot be changed or cancelled.

### **Using money in one account to pay off another (known as set off)**

- 7.28 If you are in arrears or owe us any money for any reason, we may set off amounts you hold with us in any Account, against the amounts you owe us. We will only exercise this right where we consider it reasonable to do so and, where practicable, once we have given you notice in advance.

To the extent permitted by law, where we say 'we' in this section we mean BnkPro Ltd and any FxPro® Group company.

### **When we might stop or reject payments**

- 7.29 Notwithstanding any other clause in these Terms, we might temporarily stop to investigate or reject a payment into/out of your Accounts if it is necessary for security, legal or other reasons. For example, we might temporarily stop or reject a payment because:

- (a) of lack of available balance in your Accounts
- (b) of errors, failures or refusals of any third party
- (c) of legal or regulatory reasons (including causing us to breach a court order)
- (d) it exposes us to action or censure from any government, regulator or law enforcement agency
- (e) there is fraudulent or criminal activity involved
- (f) there is a suspected or actual breach of security or misuse of your details or Payment Devices
- (g) we have reasonable grounds to believe that you are in breach of these Terms.

7.30 We will tell you if this happens and why unless there is a legal reason, which prohibits us from doing so.

### **What to do if you need someone else to look after your accounts**

- 7.31 There may be circumstances (for example, in case of physical disability or mental incapacity) when you need to allow someone else to access or run your Accounts on your behalf.
- 7.32 If you need to do that it is important that you contact us in advance (i.e., before allowing a person to operate your Accounts).

## **8. How the cards work**

### **About the BnkPro card offering**

- 8.1 Upon your request, we will issue you with a Card. Your Card is a contactless, debit card and not a credit card.
- 8.2 By adding your Cards or using your Cards to Apple Pay, Google Pay or equivalent, you demonstrate that you agree to be bound by these Terms, together with the applicable fees and charges, which can be found on our Website and the Mastercard debit card terms and conditions found on Mastercard's website.
- 8.3 Your Cards' currency will be your Base Currency.
- 8.4 If you use your Card for a payment or cash withdrawal, the money will come out of your primary Account.
- 8.5 Cards are an e-money product, and as such they are not covered by the Financial Services Compensation Scheme (**FSCS**).
- 8.6 We have the right to reject any request for issuing a Card including any request that we deem unreasonable or abusive.

### **Use of the cards**

- 8.7 You can use your Card to make contactless payments, payments in a shop, or online etc. To use the Card, present it at the time of transaction. Use it in full or part payment of your purchase.
- 8.8 We will treat a Card transaction as being authorised by you when you do at least one of the following:
- (a) enter your PIN
  - (b) sign a receipt
  - (c) provide your Card details (long card number, expiry date, CVV number)
  - (d) tap over or insert/swipe your Card (digital or physical) to a payment reader
  - (e) use your Card and PIN to withdraw cash from a payment terminal (such as an ATM).
- 8.9 You can perform Card transactions at any time, 24 hours a day, 7 days a week. Occasionally, we might be unavailable, but your transaction will still be processed if you have sufficient credit balance in your primary Account.
- 8.10 The time of receipt of a Card transaction is when it is received by us.
- 8.11 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with any of the Cards.
- 8.12 You cannot stop a Card transaction after it has been transmitted to us, or once you have given your consent to a third party for a pre-authorised transaction.
- 8.13 You may not use or permit any of your Cards to be used for any illegal purpose, including in connection with unlawful or illegal goods or services.

### **When charges may be payable**

- 8.14 We will deduct from your primary Account's credit balance the charges for issuing and maintaining your Cards.
- 8.15 You can find details of the Card charges on our Website.

### **Refused card transactions**

- 8.16 We may refuse a Card transaction, for any reason, including suspected or actual fraud, violation of applicable law, your default under these Terms, or if you exceed your limit found in the [Cash withdrawal limits](#) section of these Terms. We are not liable to you or anyone else if a Card transaction is not authorised, even if the charge is within your limits or you are not in default. If we refuse a Card transaction, we may advise you that it was declined. We are not responsible if anyone refuses to accept your Card.
- 8.17 We are also not responsible for the failure of a merchant to honour any of the Cards.

## Refunds

- 8.18 When you return an item purchased using one of your Cards, the merchant's refund will appear as a credit from the merchant on your primary Account.
- 8.19 To initiate a chargeback, please refer to our Website.
- 8.20 For further information on refunds, please refer to the [When payments go wrong](#) section.

## Card transactions in foreign currency

- 8.21 When you make a Card transaction in a Foreign Currency, a cash withdrawal in a Foreign Currency outside the UK or use your Card for cash transactions in a Foreign Currency, the relevant funds will be converted, at the currency exchange rate, applicable at the time.
- 8.22 We apply a markup on top of the interbank exchange rate we use. Effectively, the 'mark-up' is our fee for converting the currency for you. More details are available on our Website.

## Cash withdrawals

- 8.23 You can make cash withdrawals at ATMs subject to your daily and monthly limits, which can be found on our Website. When you make a cash withdrawal in a Foreign Currency, you will receive cash minus any applicable exchange fees.
- 8.24 Please be aware that some ATMs may also charge you their own fees for withdrawing cash.

## Negative balances

- 8.25 An offline Card transaction (for example, a purchase that you do during a flight) might cause your primary Account to go negative. If that happens you agree to immediately top up your primary Account to correct any negative balance, without the need to receive prior notification from us.
- 8.26 If you fail to remedy any negative balance within 7 Business Days, we have the right to proceed with:
- (a) exercising our right to set off as described in the [Using money in one Account to pay off another \(known as set off\)](#) section
  - (b) initiating a chargeback for the transaction that led to the negative balance
  - (c) applying the fees and charges as described on our Website
  - (d) proceeding directly - or indirectly through a third party - with debt collection, including pursuing a claim in court.

In the case of (d) above, we have the right to claim any reasonable expenses incurred resulting from the debt collection.

### Protecting your card information

- 8.27 You are responsible for maintaining the security of any Cards, their Security Details, and any other authentication credentials used in connection with your Card. If you authorise or allow anyone else to use your Card (for example, by providing your physical Card or the passcode to your mobile device, allowing a third party to set up or add their biometric information, authorising them to use your Card), the person may be able to make transactions using your Card. You will be liable for all such transactions made on your Card by that person.

### Your liability for unauthorised card transactions

- 8.28 Please get in touch with us immediately if you believe your Card has been lost or stolen, any Security Details have been compromised, or your Appt has been accessed without your permission. If you think your Card is lost or stolen - in addition to contacting us – you need to immediately freeze your Card using the App. You will not be liable for any unauthorised transactions made, provided you inform us.
- 8.29 If you temporarily lost your Card and you have subsequently found it, you can ‘unfreeze’ the Card through the App.
- 8.30 For the replacement of a lost or stolen Card, misappropriation, or other unauthorised use of the Card, we will charge you the amounts set out on our Website.

### Expiry of your card

- 8.31 Your Card's expiry date is printed on the Card. You must not use the Card after its expiry date.
- 8.32 Provided that the subscription fees are paid, we will automatically proceed to send you a new Card.

### Card related complaints

- 8.33 If you have a Card related complaint, please refer to the [How to make a complaint](#) section of these Terms.

### Suspending or closing your card

8.34

By you	By us
You can, at any time, close your Cards by contacting us.	We may suspend or close your Cards, or suspend or cancel any feature on your Cards, at any time and for any reason permitted under the law.

- 8.35 If possible, we will inform you before suspending or closing your Cards. If we cannot do so in advance, we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise security measures, or it would be unlawful to do so.

### **Effect of closing your cards**

- 8.36 When your Cards are closed, you must:
- (a) return or recycle your physical Card, and
  - (b) stop using your Cards to make payments to others.
- 8.37 You must pay in full any amounts posted after the Card closure.

## **9. How the securities trading and investing works**

The trading and investment services in securities are provided to you by FxPro UK Limited - an affiliate entity of BnkPro Ltd - and member of FxPro® Group.

- 9.1 You can fund your trading and investment in securities from any Account that has available balance. Any funds you transfer to your trading and investment account will be held in segregated accounts and will be safeguarded by FxPro UK Limited in line with the FCA 'Client Money' rules. Any withdrawals from your trading and investment account will be credited in an Account designated by you. FxPro UK Limited is a member of the FSCS, which protects individuals and small companies that have invested money or financial instruments through a regulated investment company. The FSCS may compensate each person for up to GBP85,000 if the investment company cannot meet its obligations after it has been declared bankrupt.
- 9.2 We will be receiving orders from you through the App and/or the relevant web platform. We will be transmitting the orders to third party broker(s) for execution. FxPro UK Limited - in addition to being responsible for holding your funds - will be clearing the relevant transactions in securities and will be doing the custody of the securities also.
- 9.3 FxPro UK Limited does not provide investment advice and/or discretionary management services. You determine your investment strategy and choices, and you are responsible for the orders submitted, the composition of your portfolio and any related risks. If in doubt, you should seek independent advice in relation to any securities transaction you propose to enter.
- 9.4 The securities available through the App and the web platform are not suitable for everyone. An explanation of the main risks associated with this service is set out in the Risk Disclosure Notice, available on our Website, and you should ensure that you fully understand such risks before trading and investing in securities.
- 9.5 For details about the securities trading and investing, please refer to the FxPro UK Limited 'Terms and Conditions' available on our Website.

## 10. When payments go wrong

- 10.1 When payments go wrong, we may refund you. However, you may be subject to a fee of GBP45 (or currency equivalent) for any unauthorised payments.
- 10.2 We will not refund you if, for example, we reasonably suspect you have acted fraudulently or you lost money because you failed to keep your Payment Devices and Security Details safe and confidential, either deliberately or by being extremely careless (known as 'grossly negligent').
- 10.3 Similarly, we may not refund you if you tell us about an unauthorised or late payment more than 13 months afterwards.
- 10.4 If we refund you but it subsequently appears that you were not entitled to the refund, we will deduct from your Accounts the respective amount and applicable fees.
- 10.5 Regarding incorrect payments, we will usually refund you an amount to restore your Account to the state it would have been had the incorrect payment not taken place, after we become aware of the incorrect payment, whether as a result of you notifying us, or due to our own internal systems, checks and records.

## 11. How to keep your payment devices and security details secure

- 11.1 You need to ensure that you do everything possible to stop your Payment Devices from being misused. You can do this by keeping your mobile device, Payment Devices and Security Details safe and confidential. For example, you should not:
- (a) let others use your Payment Devices
  - (b) leave your mobile device unattended while you are logged into the App
  - (c) do not choose Security Details that can be easily guessed
  - (d) share or let anyone know your Security Details
  - (e) delete any biometric access from a mobile device that could be used by someone else to access your Accounts
  - (f) before passing on your mobile device to another person (for example, if you sell your mobile or send it to be repaired) delete any Card details from your e-wallet.

Also, you should sign your card as soon as you receive it.

On our Website you can find several other tips on how you can protect your Accounts and personal data.

- 11.2 If you suspect that some else knows your Security Details, please change them immediately and contact us to inform us accordingly.

- 11.3 If you willingly shared your Payment Devices or Security Details with someone else we will not be responsible for any loss you might suffer as a result. For example, if they take money from your Accounts, we will not refund you the money you lost prior to you contacting us to let us know.

## **12. When we might block access to your payment devices**

- 12.1 The safety and security of your personal data is important to us. We will do everything we reasonably can to stop any unauthorised access to your Payment Devices. It is important that you do the same.
- 12.2 For your protection and the protection of your money with us we will restrict or block, if needed, your access to your Payment Devices. If you suspect that another person - without your authority - accessed or used your Payment Devices, please contact us immediately.
- 12.3 If we have any security concerns, we might block your access to your Accounts and Cards. We might also do this if we are concerned about unauthorised or fraudulent use of your Accounts and/or Cards (for example, if we think someone is using your Accounts without your permission).
- 12.4 We might also do this if your App/Accounts/Cards are dormant (i.e., you have not accessed them for 12 months or more), but we will inform you in advance about it.
- 12.5 Before blocking your Payment Devices, we will try to contact you unless we are unable to do so because of legal or security reasons. We will reinstate your access as soon as the issues for blocking your Payment Devices are resolved.

## **13. When we might do changes to these terms**

### **When we will tell you in advance**

- 13.1 From time to time, we might do changes to these Terms relating to, for example
- (a) our products or services
  - (b) laws or regulations.

If we do a change that is not to your benefit, we will always give you notice.

### **What you can do when we tell you about a change**

- 13.2 If you do not tell us that you want to close your Accounts and/or Cards before the change takes, we will assume you have accepted it. Any changes to these Terms become effective at the end of the notice period, as indicated in the relevant communication.

- 13.3 If you do not accept the change and you inform us about it, you can close your Accounts and/or Cards without any penalty.

### **When we will not tell you in advance about a change**

- 13.4 If a change to these Terms benefits you, we might tell you after we have made a change. An example of such a change is us adding a new product or service.

## **14. Keeping your money safe**

- 14.1 We will treat your money according to the Financial Conduct Authority (**FCA**) 'Client Money' rules. This means that your money will be kept separate from our own. When we receive your money, we will place it into a dedicated client bank account held at a regulated credit institution. This is known as 'safeguarding' and protects your money in the unlikely event that we become insolvent. In the unlikely event that the credit institution becomes insolvent, your money may be at risk.
- 14.2 Your money will be pooled with money belonging to other customers of ours in a segregated account. Therefore, no single customer will have a claim against a specific sum in a specific segregated account in the event of insolvency.
- 14.3 The money you hold with us is e-money and is therefore not protected under the FSCS. You can learn more about this by visiting the FSCS website at [fscs.org.uk](https://www.fscs.org.uk).

## **15. Who is responsible if one of us does something wrong (known as liability)**

- 15.1 We will always try to act in line with these Terms. We will refund you if you lose money because of something we have done wrong or failed to do. We will only refund you the obvious loss you have suffered.
- 15.2 We are not responsible, and we will not refund you for loss that was not directly caused by us. For example, if you incurred losses because of:
- (a) any changes we do that affect the App, your Accounts/Cards and resulted from legal or regulatory obligations
  - (b) an unusual and/or unforeseeable event outside our control (for example, industrial action or the failure of mechanical or electronic systems such as hardware or software failure)
  - (c) any planned or essential maintenance to our systems.

- 15.3 You shall compensate us on demand for all liabilities, costs, expenses, damages (including reputational) and losses (including any direct, indirect or consequential losses), and all interest, penalties and professional costs and expenses incurred by us as a result of:
- (a) your breach or default when fulfilling your obligations under these Terms
  - (b) the provision by you of any false or misleading information/documentation to us.
- 15.4 You can only register once. If we identify in our systems multiple active registrations for you, we will merge and/or terminate the additional registrations.

## 16. How we or you can end these Terms

- 16.1 These Terms will be effective until you or us, decide to end them. By ending these Terms your access to the App will cease and your Accounts and Cards will close.

### **When we can end these terms**

- 16.2 There might be times when we must end these Terms **immediately without giving you advance notice** if:
- (a) you were not eligible to enter into these Terms at the time you did
  - (b) your circumstances changed and you can no longer be bound by these Terms
  - (c) you have seriously and/or continuously breached any part of these Terms
  - (d) you failed to provide us with the requested information/documentation
  - (e) you provided us with inaccurate or false information/documentation
  - (f) you behaved inappropriately to us/our employees
  - (g) you have been using our services for illegal or fraudulent purposes
  - (h) you have been using our services for a purpose not covered by these Terms
  - (i) you have done something that might expose us to action or censure from any government, regulator or law enforcement agency.

We may also do this for legal or regulatory reasons.

- 16.3 If it is reasonable, we might end these Terms for any other reason **by giving you a 14 day notice**. For example, if your Accounts/Cards become dormant.

### **When you can end these terms**

- 16.4 During a period of **14 days from the day these Terms become effective**, you can choose to end them free of charge, by contacting us.
- 16.5 You can also end these Terms at any time thereafter, by contacting us.
- 16.6 If you decide to end these Terms whilst we or any other third party conduct an investigation, we may block your App/Accounts/Cards instead until the investigation is completed.

## What happens when these terms end

- 16.7 Before these Terms, we will send you your money to a designated account minus:
- (a) any Card payments that have not been charged yet
  - (b) any charges which have not been applied.
- 16.8 After closing your Accounts, if we cannot transfer - to a designated account - any available credit balance in your Accounts and such balance remains unclaimed for 6 years after these Terms are terminated - despite us making reasonable attempts to reach you - our obligation to transfer back to you the available balance in your Accounts ceases to apply.
- 16.9 The termination of these Terms shall be without prejudice to any other rights or remedies we or you may have under any applicable law.

## 17. How to make a complaint

- 17.1 If our service is not what you expected or we made a mistake, please contact us. We will investigate what happened and we will try to put things right as quickly as possible.
- 17.2 We will acknowledge your complaint within 5 Business Days, and we will send you a response in writing when our investigation is completed.
- 17.3 You can find more details about our Complaints Handling Procedure that is available on our Website.
- 17.4 If you are unhappy with how we have dealt with your complaint, you can refer it to the Financial Ombudsman Service (**FOS**) by following certain steps outlined in their website. The FOS is an independent organisation that helps to resolve complaints.

<b>Website</b>	<a href="https://www.financial-ombudsman.org.uk/">https://www.financial-ombudsman.org.uk/</a>
<b>Phone</b>	0800 023 4567

- 17.5 You may also be able to use the European Commission's online dispute resolution platform. You can get more information and access this at <https://ec.europa.eu/consumers/odr/>.
- 17.6 If you believe we have not met all legal requirements under the applicable regulations, you can complain to the FCA. These regulations state for example when we need to respond to your complaint by.

<b>Website</b>	<a href="https://www.fca.org.uk/consumers/how-complain">https://www.fca.org.uk/consumers/how-complain</a>
<b>Phones</b>	0800 111 6768 (freephone)
	0300 500 8082 (from the UK)
	+44 207 066 1000 (from abroad)

## 18. The laws that apply

- 18.1 These Terms are subject to the laws of England and Wales. Any claims relating to the dealings between us, and you can be heard in the courts of England and Wales.

## 19. General

### Transfer of rights and obligations

- 19.1 We may transfer our rights and obligations under these Terms to another company if we inform you about it and your rights are not affected. You cannot transfer to anyone else any of the rights or obligations you have as part of these Terms.

### Service providers

- 19.2 We may use service providers in connection with providing your Accounts or services related to your Accounts. In doing so, we may permit one or more of our service providers to rely on any right that you have granted to us.

### Our intellectual property

- 19.3 All content included in or made available through the App, Accounts, Cards, Website including but not limited to all patents, rights to inventions, copyright and related rights, trade marks, service marks, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics, business/trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist now or in the future in any part of the world is our property or the property of an FxPro® Group entity and is protected by local and international intellectual property laws and treaties.

### Severability

- 19.4 If any of the Terms are considered to be invalid, unlawful or unenforceable by a court, such terms will to that extent be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

### Entire agreement

- 19.5 These Terms constitute the entire agreement between us and you and supersede, extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you whether written or oral.

### Our delay or inaction

- 19.6 If we fail or delay to exercise any right or remedy provided under these Terms or by law it does not mean that we waive that right, or any other right or remedy, nor we will be prevented or restricted from further exercising that right, or any other right or remedy. Also, no single or partial exercise of such right or remedy shall prevent or restrict us from further exercising that right, or any other right or remedy.

## 20. Information about us

- 20.1 Your Accounts and Cards are provided to you by BnkPro Ltd member of FxPro® Group. BnkPro Ltd is registered in England and Wales (Company number 06766829) and is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Reference number 900870).
- 20.2 The trading and investment services in securities are provided to you by FxPro UK Limited member of FxPro® Group. FxPro UK Limited is registered in England and Wales (Company number 06925128) and is authorised and regulated by the Financial Conduct Authority (Reference number 509956).
- 20.3 The registered offices of BnkPro Ltd and FxPro UK Limited are at 13-14 Basinghall str., London, EC2V 5BQ, UK.
- 20.4 You can contact us online or by phone.

<b>Website</b>	bnkpro.com
<b>E-mail</b>	<a href="mailto:support@bnkpro.com">support@bnkpro.com</a>
<b>Phone</b>	+44 (0) 203 0231 777