

Terms of Service - Monzo Small Business Spotlight - v1.1 - December 11th 2020

These legal terms (English law applies and disputes will be settled by English courts) are between you (the limited company, sole trader and authorised individual of the company) and Monzo Bank Limited (Monzo/us/we) and you agree to them by submitting your application.

If you are an individual signing on behalf of your company, you agree that you have permission to sign these terms on your company's behalf.

You should read this document along with our Data Privacy Notice.

Monzo Small Business Spotlight

Monzo operates a business directory page (known as the "Small Business Spotlight") on <u>www.Monzo.com</u> for the purpose of sharing information about business banking customers. For clarity this service is not for the purposes of marketing products and services.

This is a free service and is provided on an "as is" and "as available" basis. We have the right to change, suspend or terminate free services, without liability, at any time, for any reason, immediately without notice.

Your submission of an application to us will comprise an offer, and our delivery of a confirmation email that you've been selected will comprise acceptance. If you are accepted by Monzo, Monzo will show the information you provided in your application form on the Monzo Small Business Spotlight.

Once this agreement has started it won't end until you or we end it. You can end this agreement at any time, without notice or fee. To do this please contact us via the in-app chat.

Your Obligations

You are responsible for your use of the service and for any information you provide. You agree that your information will be true, correct and not misleading and will remain so for the duration this agreement between us.

If you would like to remove or update your information, please contact us via the in-app chat. We will action your request without charge and as soon as is reasonably practical.

You agree that all information will adhere with all applicable laws, rules, and regulations and will not contain material subject to copyright or other proprietary rights unless you have necessary permission or are otherwise legally entitled to post the information on the Monzo Small Business Spotlight.

You agree that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant us a worldwide, non-exclusive, royalty-free license to publish the information provided in your application on the Monzo Small Business Spotlight.

You shall provide us with any information reasonably required for us to provide the service and in a suitable format as specified by us. We shall have the right to change the information provided by you as we deem necessary or convenient to provide or optimise the service.

Monzo shall have no obligation to place your information in any particular order or place on the Small Business Spotlight. Where your information appears alongside other third party information no greater prominence will be given to your information than those of any other third party.

Limitation of Liability

Monzo is not responsible for any losses that were unforeseeable when these terms and conditions were agreed, loss of business, loss of goodwill, loss of opportunity or loss of profit or loss due to abnormal and unforeseeable circumstances beyond our control. However, we will be liable if we acted fraudulently or are at fault and law does not allow us to exclude it.

In all other cases, our aggregate liability shall be limited to £1,000 (one thousand pounds).

Changes to this Agreement

This agreement will be available on our website. We may from time to time amend this agreement. If we make changes to it that are clearly in your favour, we'll tell you once we've made them. Otherwise, we'll give you 14 days' notice. If you don't agree to these changes, you can let us know and terminate your agreement without notice or fee.

General

Third Parties. Nothing in the Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of the Agreement, the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Relationship between the Parties. The relationship between you and us shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. Our relationship is non-exclusive and nothing shall prevent us or you from entering into similar agreements with third parties

Severability. If any provision of this agreement is found to be illegal, invalid or unenforceable, then to the extent that it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in this agreement, but the validity or enforceability of the remaining provisions of this Agreement will not be affected.

Assignment. You shall not assign or otherwise dispose of all or any of your rights or obligations under the Agreement without our prior written consent. Any purported assignment in breach of this clause shall be deemed null and void. We may assign the Agreement to any third party, in full or part, at our sole discretion, by giving written notice of the assignment to you.

Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating in any way to its subject matter and supersedes all prior discussion and any prior agreement. Each Party acknowledges that in entering into the Agreement it has not relied on any warranty, representation or other promises of any nature not contained in the Agreement.

Monzo Bank Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 730427). Registered in England. Registered No. 9446231. Registered Office: Broadwalk House, 5 Appold St, London EC2A 2AG.