Terms and conditions

 **OUR SERVICE STANDARD**

 As part of our commitment to you, we will use reasonable care and skill when providing you with the Account and / or Service.

**ELECTRONIC ACCESS TO YOUR ACCOUNT AND / OR SERVICE**

 What is cryptocurrency? This is our electronic communication system which we use to offer a range of transactional, data transmission and reporting functionalities across key Services, including cash (payments and collections), trade (documentary trade and on an open account basis) and foreign exchange. What is our Straight2Bank Service? This refers to the various Services offered through Straight2Bank, including: (a) “Straight2Bank Web” – an internet-based version of our Straight2Bank Services that provides access to the suite of Services available under an Account. When you open an Account with us, you will be offered “Straight2Bank Web”,(cryptocurrency wallet address) through which you will be able to perform: (i) a range of transactional and reporting activities for the basic cash Services (including payments and collections) available under the Account; and (ii) a range of spot foreign exchange transactions through your Accounts; and (b) “Straight2Bank Access” – is our “host-to-host” Straight2Bank Service, which uses dedicated communications lines to transmit large volumes of data files between you and us in connection with our range of Services. Will any other documentation be provided to you or requested by us? This Part A (Standard Terms) covers the key terms and conditions for using our Services. You may be required to complete a set-up form as part of our set-up of cryptocurrency for you. If you do not submit the completed and signed set-up form to us, we may not be able to activate this Service for you. You may also be required to execute and submit other additional documentation if you wish to access certain Services. Accessing our Service may be supplied through a range of Channels, including our website, the internet or such other electronic link designated by us from time to time.

You are responsible for having adequate contingency plans to enable you to transact by other means if there is any interruption to, delay in, or suspension or withdrawal of currency Services. Your right to access our Services is subject to our discretion. We will notify you if we suspend or terminate your access to our Services. Our responsibilities in relation to systems and security We will, as part of our provision of Services to you through any Channel: (a) Channel connections: use reasonable endeavors to re-establish any Channel we control which is interfered with or becomes unavailable. We will provide you with alternative arrangements where we can; and (b) Channel security: take reasonable measures to prevent unauthorized access to any Channel we control except for the matters you agree to be responsible for as stated in the section below under this part – “Electronic access to your account and / or service – Your responsibilities in relation to systems and security”.

Your responsibilities in relation to systems and security As part of us providing Services to you through any Channel, you agree that: (a) Adequate understanding: we may provide you with User Guides, Security Procedures and / or other materials for the access to, operation and use of Services. You have read, understood and assessed all such materials and determined that they are adequate to protect your interests; (b) Adequate controls: you have taken reasonable steps to detect, prevent, remove and remedy any unauthorized access to or use of the Channel (including actual or potential Malware breaches of your Client Systems, System Materials or Channels); (c) Adequate internal processes: you have adequate internal controls, procedures, processes and other security arrangements to detect, prevent, remove and remedy unauthorised access to or use of the Channel (including actual or potential Malware interference with your Client Systems, System Materials or Channels); (d) Confidentiality: keep the Systems Materials, the Client Systems, Client ID and User ID and all information relating to the Services secure and confidential so that only your Users and Authorised Persons have access to them. (e) Using the system within the prescribed limits: you have ensured that the Channel is used within the authorisation limits and functionality parameters set up by you; (f) Report problems: you must immediately let us know of any: (i) actual or potential loss suffered by you in connection with the Channel; (ii) loss or actual or attempted, theft, misuse or unauthorised use of System Materials, any Electronic Key, Client ID, User ID, Digital Certificate or mobile device; (iii) actual or potential, problems with or unauthorised access to the Channel or Service; or (iv) actual or attempted unauthorised transactions. You will help us with our reasonable requests to resolve such problems; (g) Responsibility for Software: we may provide you with Software necessary for you to use the Services. You are responsible for ensuring that you have the necessary consents to install, configure and integrate the Software with Client Systems. (h) Supporting equipment requirements: you are responsible for using, having or obtaining the necessary connectivity, hardware, software and other equipment for using the Channel that is suitable and satisfies your requirements. You are solely responsible for obtaining all necessary consents and for compliance with any conditions of use or charges associated with your use of any Channels, equipment, or service accessed through that equipment. You are responsible for any Electronic Key, Client ID, User ID, Digital Certificate or mobile device we provide to you or which you use to access a Service or to communicate with us electronically or to give us Instructions; and (i)Responsibility for content: you are fully responsible for any document, information or data you provide to us through any Channel. You agree that we may forward any documents in accordance with your Instructions.

 **COMMUNICATIONS, INSTRUCTIONS AND INFORMATION**

 Communications from us We will communicate with you using your details we have in our records. We may communicate with you any Account statement, confirmation, correspondence, notice or other communication through the following methods: (a) verbally or delivered in person; (b) by post, fax or email; (c) by posting on our website or through Straight2Bank Services; or (d) through other Channels notified by us. Any communications from us to you will be treated as effectively communicated (unless otherwise stated): (a) if delivered personally, at the time of delivery; (b) if sent by post, on the fifth (5th) Banking Day after posting; (c) if sent by fax, at the time shown on the transmission report as being successfully sent; (d) if sent by email, at the time we send it to your email address; (e) if posted on our website, at the time we post; and (f) if sent by other Channels, at the time it is sent.

Communications from you Any notice, Instruction, correspondence or other communication you give us will only be effective when we actually receive it. You may communicate with us through the following methods: (a) by post, fax or email; or (b) through any other Channel agreed by us. However, you acknowledge that email is not a completely reliable or secure method of communication. Therefore, you must not use email to send us sensitive communications, such as payment Instructions to remit money into or out of your Account. Payment Instructions should be sent through the relevant electronic banking service connected to your Account. We may, but are not obliged to, accept Instructions received verbally. We may require your confirmation prior to acting on any verbal Instructions. You agree to bear any risks in sending your Instructions or communications verbally or through any other Channel.

instructions from us You and each Authorised Person must follow our instructions relating to the Account or Service, including any guidance, recommendations or measures described in any documentation we provide to you. 3.4 Instructions from you You confirm the following: (a) Appropriate instructions: you must provide us with complete, clear and accurate Instructions so that we can carry out your request. Unless we agree otherwise, Instructions must be given in writing. We may act on incomplete or unclear Instructions if we reasonably believe we can correct or clarify such information without referring to you or an Authorised Person. Otherwise, we may refuse to act on incomplete or unclear instructions; and (b) Electronic instructions: you agree and accept that anyone using your Electronic Keys, Client IDs or User IDs will be treated as being authorised by you and any acts taken by such person will be binding on you. We will accept any Instructions transmitted through any Channel as being sent by an Authorised Person. We will be under no obligation to check the authority of the person using any Electronic Key, Client ID, User ID, Digital Certificate or mobile device. (c) Payment Instructions: You authorise us to send your payment instructions. You also authorise us, any member of the Standard Chartered Group or any third party who receives such instructions to act on them as if you had sent the instructions directly to them.

When do we act on your instructions? We will try to process your Instructions as soon as we can. We require a reasonable timeframe to act on your Instructions in line with our usual business practices. However, we reserve the right not to act on an Instruction or perform a Service on a day which is not a Banking Day in the relevant Service Location. If we receive an Instruction after our “cut-off” time for a Service on a Banking Day, we may treat it as having been received on the next Banking Day. 3.6 When can we decline your instructions? We may decline to process your Instruction if: (a) we think the Instruction is unclear, conflicting, incorrect, incomplete or unauthorised; (b) processing the Instruction would or might cause us to breach our policies or any applicable law; (c) the Security Procedures appear to have been breached or cannot be executed; (d) you fail to comply with our reasonable requests for information, documents or authorisations; (e) processing it may result in an unauthorised overdraft; or (f) we have a valid reason for doing so. If we cannot process your Instruction, we will let you know as soon as we can.

Stopping, reversing or cancelling a transaction We will try to stop, reverse or cancel a transaction when you ask us to but we will not be responsible if we cannot do so. You agree to pay us for any costs we may incur in trying to stop, reverse or cancel a transaction.

Information undertakings As part of your use of an Account or Service, you must: (a) Provision of information: provide us with all documents, information and authorisations that we reasonably request for the Account or Service; and (b) Update us with information: promptly notify us in writing of any changes in your contact information that we use to communicate with you or of any other information we have on our records (including information relating to your Authorised Persons, mandate and constitutional documents). We will require some time to update our records, after which the updated changes will apply. If we cannot process the requested change(s), we will let you know as soon as we can. We may request you to provide supporting documents to verify the changes. We are not responsible for certain data transmitted Where you provide us with any documents, information or data for transmission to third parties, we are not responsible for and have no duty to review such documents, information or data. The same applies where a third party (for example your trading partner) provides any documents, information or data to us for transmission to you.

**AUTHORITY OF YOUR AUTHORISED PERSONS**

Acts of your Authorised Persons An Authorised Person will be deemed to have the authority to give Instructions, sign any document and / or perform any act on your behalf, including: (a) agreeing to, supplementing, restating or varying the terms of the Agreement; (b) adding, opening, removing, closing, amending or managing any Account or Service; (c) appointing any User(s); and (d) appointing any person, representative or agent to act on your behalf or accepting an appointment as an agent for any person. You are bound by the actions of your Authorised Person.

Requirements of your Authorised Persons You confirm the following in relation to your Authorised Persons: (a) Authorised Persons: you are responsible for and will ensure that your Authorised Persons are given the appropriate authorisation as required by you and that such Authorised Persons act within this authority to use and / or act on your behalf in relation to an Account or a Service; (b) Comply with requirements: your Authorised Persons understand and comply with all requirements set out in the Agreement (including complying with any security procedures, recommendations or guides we may provide to them); (c) Know your customer: where you nominate an Authorised Person, we may contact your Authorised Person in order to carry out any “know your customer” activities. We will tell you if we cannot accept your Authorised Person due to our policies or any applicable law; (d) Change of Authorised Persons: you must notify us in writing immediately if there are changes to your Authorised Persons. Any changes to your Authorised Persons will not be effective until we have updated our records with the change. We may continue to act on the authority of your existing Authorised Persons until our records are updated with the change. If we cannot process the change to your Authorised Persons, we will notify you as soon as we can; and (e) Liability for Authorised Persons: you acknowledge that you remain liable for all acts and transactions of your Authorised Persons.

**LIABILITY OF THE PARTIES**

Dex finances liability, We are not liable for any Loss that you suffer or incur in connection with: (a) any Account, Service or Channel; (b) us acting in accordance with the Agreement or complying with any applicable law; (c) any act or omission on the part of any other member of the Standard Chartered Group; or (d) any Force Majeure event, whether the Loss arises out of breach of contract, a tort, under statute or otherwise. We remain liable for your direct Loss caused by any fraud, gross negligence or wilful misconduct on our part. We exclude any liability for indirect or consequential Losses or loss of profit whether or not they were foreseeable or likely to occur. If we are liable, our total liability for all Losses suffered or incurred by you in a calendar year relating to the Agreement will, to the fullest extent permissible by applicable law, be limited to US$100,000 or its equivalent. Your liability Without limiting the duties you owe to us at law, you are liable to us and will indemnify us on demand against any Loss arising from or incurred by us in connection with: (a) our providing any Account or Service to you; (b) you or your Authorised Person not complying with any obligation under the Agreement; (c) our acting or declining to act on your Instructions; (d) our holding any security or dealing with any secured asset; (e) searches and inquiries we make in connection with you or a security provider (including checking for insolvency); (f) our making currency conversions in accordance with the Agreement; or (g) any Tax payable by us on, or calculated by reference to any amount paid or payable by or to you under the Agreement (excluding any Tax payable by us by reference to our net income received or to be received by us). This indemnity is independent of your other obligations under the Agreement and survives the termination of your relationship with us.

**THIRD PARTY SERVICE PROVIDER**

Arrangements with third party service providers We may engage third party service providers (including payment, clearing or settlement systems, clearing houses, payment intermediaries, financial institutions or other members of the Standard Chartered Group, mobile wallet providers and couriers, whether as independent contractors, sub-contractors or agents) in connection with an Account or in providing you with a Service. Our provision of any Account or Service will be dependent on and subject to the performance of such persons. We may enter into fee and / or information sharing arrangements with third party service providers. We may disclose information relating to you to such persons. If you ask, we will, to the extent permissible, give you details of such arrangements. Our liability We will not be liable for the performance or any act or omission of any such service provider or any of their employees or agents, including any fraud, misconduct, negligence or insolvency on the part of any of them. Your liability You are liable to us and will indemnify us on demand against any Loss arising from or incurred by us engaging any third party service provider in connection with an Account or in providing you with a Service. What happens if we suspend or terminate a third party service provider We may suspend, terminate or close any Account or Service immediately upon written notice in the event that any arrangement between us and a third party service provider relating to the Account or Service is suspended or terminated for any reason. Fees and / or charges imposed by third party service provider You must pay any fees and / or charges imposed by any such third party service provider on you or us for any transaction.

**YOU MUST PAY AMOUNTS YOU OWE**

 You must pay money you owe us If we ask you to, you must immediately pay us all amounts you owe us in full and without set-off, deduction or counterclaim. Your payments must be in clear and immediately available funds that no third party can claim any right to and be made in the relevant currency or as specified by us. All payments must be made to the account we specify.

Amounts you owe us may include: (a) any fees, charges or commissions in relation to a Service; (b) any interest which you may be charged for facilities or when your Accounts become overdrawn; (c) any costs or expenses associated with a Service; (d) any Losses we incur in connection with the Agreement or any Account or Service; and (e) any interest on any unpaid interest. 8.2 Amounts you may owe other people We may be required to deduct certain amounts from your Accounts to pay other parties. These may include: (a) government fees and charges arising from your Tax obligations; (b) amounts required to be paid to any Authority under applicable law; and (c) amounts required to be paid under a court order or equivalent.

**TERMINATION AND SUSPENSION**

Termination by either Party Either party may close an Account or terminate the whole or any part of a Service by giving the other party at least thirty (30) days prior written notice. We may terminate We may close an Account or terminate the whole or any part of a Service immediately without prior notice to you: (a) if you breach any term of the Agreement; (b) if you or any security provider or any of your or the security provider’s revenue or assets are the subject of any Insolvency Proceedings; (c) if it is or it is likely to become unlawful for either you or us to perform our respective obligations under the Agreement; (d) if complying with the Agreement may cause us to breach our policies or any applicable law; (e) upon the occurrence of any circumstance affecting you or the Account or Service which we reasonably consider exceptional; or (f) if you are a sole proprietor, the sole proprietor dies or becomes mentally incapacitated. We may suspend We may immediately suspend your Account or the whole or any part of a Service at any time. This can be for a variety of reasons, including: (a) to comply with a court order or otherwise comply with any applicable law; (b) where we reasonably believe you or someone else has used, or is using or obtaining, or may use or obtain, an Account and / or Service or money illegally or fraudulently (including money laundering, funding terrorism, or tax evasion); (c) a Force Majeure event is continuing; or (d) you fail to comply with any part of the Agreement. If we do and where we are allowed to notify you under applicable laws, we will notify you as soon as we can. We may also remove the suspension at any time or exercise our discretion to act accordingly, including paying funds in your Account to you or to the bank or person which deposited funds into your Account, or seeking directions from the court in relation to the funds in your Account.

You may suspend If we receive your request in writing, we will suspend an Account or the whole or any part of a Service. We will require a reasonable amount of time to act on your request. Instructions prior to termination or suspension A party’s accrued rights and liabilities, including any Instruction given or any transaction made prior to or at the time of termination or suspension will not be affected by such termination or suspension. What happens after termination? Upon closure of an Account or termination of a Service or a transaction, you must: (a) return any materials relating to the Account, Service or transaction we gave you; (b) promptly follow our reasonable instructions in connection with the closure of the Account or termination of the Service or transaction, and certify to us in writing that you have carried out what we have reasonably requested; and (c) pay us promptly all amounts you owe us, including overdrawn amounts (if any), interest, costs, expenses, commission and any other charges you owe on the Account or for the Service or transaction. These provisions will not affect any other termination rights set out in the Agreement. If your Account is closed and you have a credit balance, we will pay you the balance (after deducting any amount you owe us) using a Payment Instrument sent to the last address we have for you in our records or in any other way we decide.

**SPECIFIC ACCOUNT TERMS**

Account Maintenance For any Account you open with us, we may specify limits on how much you need to have in your Account, the types of currencies that we may accept, as well as our usual charges, commission and interest rates and any other requirement we may tell you about. Conversion of Account There may be times when we may need to convert one type of Account into another type of Account and we will inform you before we do this.

Account mandates You must provide us with your mandate authorising your Authorised Persons to operate your Account, including their full names and specimen requirements. We will tell you if we cannot accept any Authorised Person due to our policies or any applicable law. You may provide us with a new mandate (or equivalent) at any time. We may continue to rely on an existing mandate until we have updated our records in accordance with your new mandate. If we cannot process your new mandate, we will notify you as soon as we can. Deposits We will credit money paid into your Account in a currency we accept and in an amount equivalent to the deposit. We may charge you for certain methods of payments at rates which we will inform to you. The date the money is received as payment into your Account will depend on current market practice or as per our normal banking practice. If payment into your Account is made by any method other than a crypto deposit (for example, cashapp, credit card, cheques) or through a domestic or international transfer of funds, we do not have to credit your Account before we actually receive the funds. If we credit your Account before receiving the funds, this will be on the condition that we subsequently receive the funds, and we will deduct the money from your Account if we do not subsequently receive the funds. You represent and warrant that you have full legal title to such deposit and accept full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on the relevant Payment Instrument. If the deposit slip contains errors or omissions, we may amend the deposit slip. Our amended version is conclusive for all purposes. Any amount standing to the credit of an Account is only repayable at the Service Location where such Account is maintained.

Withdrawals and payments We will only allow a Withdrawal from an Account where: (a) there are sufficient available funds in the Account for the Withdrawal (unless we decide, in our discretion, to allow an overdraft); (b) your Payment Instrument is drawn and properly completed in our prescribed form; and (c) the Withdrawal is made at the Service Location where the Account is maintained. You can only withdraw money from your Account in ways which we accept or agree to. If you ask, we may allow you to withdraw funds in a different currency from the currency in which your Account is held at our applicable prevailing exchange rate at the time you withdraw the money. If you want to withdraw a substantial amount of cash in a specific currency, this will depend on the cash we have available in that specific currency. You may have to give us reasonable notice beforehand. We may not allow you to withdraw money from your Account, and we may not carry out any transaction or any matter relating to your Account if: (a) your Account is closed or suspended; (b) it would for any reason breach any applicable law; or (c) we decline your Instructions in accordance with the Agreement.

No granting of security over an account You must remain the owner of all credit balances held in an Account (unless we agree and acknowledge otherwise). You should let us know if you want to grant any rights, security or other interest in an Account to any third party. We may decline to allow your request.

Payments made after we close an account If we process a Withdrawal after your Account is closed, you agree to pay us back such amount on demand. Clawbacks We may cancel, reverse or debit any payment we make under the Agreement or in connection with any Services (including any interest paid): (a) to correct a mistake; (b) where we have not received clear and immediately available funds in full or promptly; (c) where we are required to return the funds to the relevant payer or drawer; or (d) where we have reasonable grounds for doing so. Interest on credit balances We will pay you interest on your Account credit balances where we have expressly agreed to do so. We will not pay you interest on any unclaimed credit balance in a closed or suspended Account or an Account we have listed as dormant. Negative interest rates may be applicable (in which case interest is payable by you to us) or a fee may be payable by you on your Account credit balances. Any interest or fee payable will be at the rate we notify to you or as displayed at the branch at which your Account is held.

**Time deposits**

1. What is a time deposit? Time deposits are deposits that you have agreed to maintain with us for a fixed period of time in order to benefit from the full range of their features. Time deposits may also be referred to as “Fixed Deposits”, so a reference to time deposits in this booklet will also include reference to fixed deposits. (b) How do we calculate interest for a time deposit? Interest on a time deposit is paid at a rate that is agreed at the time that you sign up to a time deposit. Interest rates are generally determined by the size and term of the time deposit and are notified to you from time to time. You can visit any of our branches or our website at [https://www.sc.com/ng/business-banking-sme/terms-and-conditions.pdf] or call our customer service hotline to speak to our customer service officer if you need more information on the applicable interest rates and corresponding terms. Interest on a time deposit is calculated in line with our usual business practices in the relevant Service Location and accrues daily on the basis of a 365-day year (for time deposits denominated in GBP, NGN, EUR, USD and any other currency we may designate from time to time) or a 360-day year (for time deposits denominated in other currencies) or such other day year basis as we may determine from time to time in both ordinary and leap years, in accordance with applicable convention. It is paid at the end of the term, when the time deposit matures.

Can you withdraw from the time deposit early? Unless we receive written instruction from you, time deposits may not be withdrawn before the maturity date. We may allow you to end or withdraw a time deposit early, but you will have to pay the charges, fees and costs calculated in accordance with our usual practice in the Service Location and we may not pay all the interest accrued if you make an early withdrawal.

**OTHER TERMS**

when we cancel the currency conversion. Reporting services We may furnish you with any data, report, statement or information requested by you in connection with an Account or Service by such means, and with such frequency, as we may agree with you. Certain Services involve us collating and / or reporting to you, data that we receive on your behalf, from various potential sources, including you, your clients, card companies, networks and interchanges, merchant acquirers, mobile wallet providers and other electronic payment intermediaries and service providers. Such data may include payer identity, invoices, payment advices and electronic payment transaction details. We may receive such data through potentially less secure channels, susceptible to imposters, interception and other transmission interference. We have no duty to check the authenticity, accuracy and completeness of such data. Additional collection services (a) What does “collection” mean? “Collection” refers to the process where we obtain or try to obtain payment in clear and immediately available funds from the relevant drawer or payer.

**GENERAL**

You should seek independent advice where required You confirm that you have obtained and / or will seek independent legal, tax, accounting, security and other advice in relation to any Account or Service as you may require. We do not owe you any advisory or similar duty.

What if you are a partnership? The following terms and conditions apply if you are a partnership: (a) Liability: All partners (on a joint and several basis) are bound by the Agreement, and are liable for all Losses, debts and other liabilities owed by you to us, even if there are any changes in your partnership or you implement a name change; (b) Cessation as partner: Any person who stops being a partner for any reason remains liable for all debts and other liabilities you owe us which have accrued up to and including the date that such person ceases to be a partner; (c) Continued dealings: Unless you tell us otherwise in writing, we may treat the remaining and / or new partners as having full authority to act on your behalf; (d) Changes in the partnership: You must promptly notify us in writing of any change in: (i) your partners; (ii) your name; or (iii) your constitution (whether by dissolution, death, retirement, change in your members or any other change whatsoever); and (e) Right to vary: We may vary, change or withdraw any of the Services where there are changes in your partners or name change. What if you are a sole proprietorship? The following terms and conditions apply if you are a sole proprietorship: (a) Liability: The owner of the sole proprietorship is bound by the Agreement, and are liable for all Losses, debts and other liabilities owed by you to us, even if there are any changes in the way your sole proprietorship is constituted or you implement a name change or the sole proprietorship no longer exists. (b) Cessation as owner of sole proprietorship: Any person who stops being the owner of a sole proprietorship for any reason remains liable for all debts and other liabilities owed to us which have accrued up to and including the date that such person ceases to be the owner of the sole proprietorship; (c) Changes in the sole proprietorship: You must promptly notify us in writing of any change in your sole proprietorship ownership or a name change; (d) Right to vary: We may vary, change or withdraw any of the Services where there are changes in the ownership of the sole proprietorship or a name change; and (e) Right to disclose: We may, upon your death or mental incapacity, disclose any information in relation to your Account, to your legal representative and their legal advisers, your done under a lasting power of attorney or deputy appointed under a court order, or a member of your immediate family for the purpose of allowing him/her to make payment on your Account, or for any other purpose related to the managing of your Account. Our rights to disclose We may, in addition to any disclosure rights set out in the General Banking Terms and Conditions (see Part B (Regulatory Compliance Statement)), disclose any information provided by or relating to you: (a) to any actual or potential participant, sub-participant, assignee, novate or transferee of our rights or obligations under any transaction between us (or any of its agents or professional advisers) and any other person in connection with a transaction or potential transaction between the parties; or (b) to any rating agency or credit bureau, or direct or indirect provider of credit protection (or its brokers).

You may not transfer You may not assign, novate, transfer or otherwise deal with your rights and / or obligations under the Agreement without giving us prior notice and obtaining our prior written approval. Our rights to transfer We may assign, novate, transfer or otherwise deal with all or any of our rights and / or obligations under the Agreement to anyone we choose and you agree not to object if we do this. If we choose to assign or transfer any of our rights and obligations under the Agreement: (a) you agree we do not have to tell you unless we have to under applicable laws; and (b) the person we have assigned or transferred the Agreement to can use our rights under the Agreement. We may require security Security means any agreement or arrangement in place to secure an obligation you may owe us. For example, this may include a mortgage, charge, pledge, lien or security assignment. We can rely on the security provided if you breach the Agreement and if we need to recover money you owe us. We may ask you to give us security for certain Services. You agree that we can give information about you to anyone who has given us security for any Services. This information includes a copy of the Agreement, and information about the Agreement and you, including your financial position. You agree we can do this without contacting you. Our proprietary information remains ours Ownership of and all Intellectual Property Rights in the System Materials, dex-finance Services or our website remain vested in us or any other party we have contracted with. You must not change, decompile, reverse engineer or make copies or derivative works of any Software or incorporate third party software into the Software without our prior consent. Any such modification (whether approved or unapproved) will remain our property or that of our service providers. You must not interfere with any System Materials or information stored on them or transfer, share or sub-license the Software or any System Materials or copy them without our prior written consent. All licenses to use any Software are revocable, non-exclusive, non-transferable and subject to compliance with any additional licence terms as we may notify you for the particular Software provided. You will only use Software for the purpose for which we provided it to you and you must not use it in combination with other systems if it is not for the purpose of receiving the Service. You must not move the Software outside of the country where it was first installed.

Electronic dealings and contracts are recognised Subject to applicable laws, Instructions, documents and communications which are: (a) digitally signed and supported by a Digital Certificate or Electronic Key; or (b) accepted via an electronic Channel (including click-through or any other form of digital authentication), have been authorised by you and will have the same legal effect, validity and enforceability as if signed in writing. We may rely on such acceptance without inquiry as to the authority of the person acting on your behalf. You are satisfied and agree that electronically executed contracts are enforceable and accept all inherent risks in conducting transactions electronically. What we do not cover under this Agreement The Accounts, the Services and the System Materials are provided on an “as is” and “as available” basis and all terms, conditions and warranties, express or implied by applicable law relating to the Accounts, the Services or the System Materials, including quality, availability, security and fitness for purpose, are excluded to the extent permitted by any applicable law.