



## Trilogy Business Account Terms & Conditions

These Terms & Conditions apply to your Trilogy business account (the "Trilogy Account") issued hereunder. Please read them carefully. You can download a copy of these Terms & Conditions at any time from within your Account Portal.

The Trilogy Account are e-money services provided by Contis Financial Services Ltd.

In these Terms & Conditions:

"**Account Portal**" means the website where you can access your Trilogy account, services and information via this link: [www.trilogy-money.com](http://www.trilogy-money.com)

"**App**" means the mobile application where you can access your Trilogy account, services and information via your mobile phone.

"**Business Day**" means any day other than a Saturday, Sunday or bank or other public holiday in England.

"**Customer Services**" means Trilogy Limited providing you with assistance and advice in relation to your products and services.

"**Large Enterprise**" means you if your company or other organisation on the date of account opening had more than 10 employees and an annual turnover of more than €2,000,000 (or sterling equivalent) or if you are a charity with an annual income of more than £1,000,000.

"**Trilogy**" means, Trilogy Limited, a third party who has been appointed as the distributor to provide the Trilogy Account, on behalf of Contis Financial Services Limited.

"**Solaris**" means the brand name for the regulated entity Contis Financial Services Limited, which is part of the Solaris Group and refers to any company within the group.

"**You**" means the sole trader, partnership or limited company which is the named account holder and authorised user of the Trilogy Account or additional Account users; where you comprise of more than one person each of you will be liable both jointly and individually for the full amount owing at any time under the Trilogy Account.

"**We**", "**us**" or "**our**" means Contis Financial Services Limited or the Trilogy acting on behalf and on the instruction of Contis Financial Services Limited.

In these Terms & Conditions, "**money**" refers to e-money. When you receive a payment or add funds to your Trilogy Account we deposit your funds in a safeguarding account, and add the equivalent value of e-money to your Trilogy Account. Funds in the safeguarding account are not used or lent to any other person by us. If you make a payment or transfer e-money from your Trilogy Account to another Trilogy Account, we remove the e-money from your Trilogy Account and add the e-money to the recipient Trilogy Account. If you make a payment or transfer e-money to a non-Trilogy Account, we remove the e-money from your Trilogy Account, and transfer the equivalent value of funds from the safeguarding account to the recipient.

If you have any questions, you can contact Customer Services by:

- Telephone - 0333 987 5356
- Email – [info@trilogy-money.com](mailto:info@trilogy-money.com)
- Post – First Floor, Unit 1.02, World Trade Centre, Bayside Road, Gibraltar, GX11 1AA

Your Trilogy Account is issued by Contis Financial Services Limited, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL, who is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (registered number 900025) as an e-money issuer.

### 1. What is a Trilogy Account?

A Trilogy Account is an electronic money account from which you can make and receive payments. You can use your Trilogy Account to make transfers to other accounts.

You can only spend money that you have paid into your Trilogy Account, so before making transfer you need to make sure there are enough funds in the Trilogy Account. Monies in the Trilogy Account are not bank deposits and do not earn interest.

### 2. Who can apply for a Trilogy Account?

You must be an authorised owner, director or employee and at least 18 years of age of a business based in the UK to open a Trilogy Account. Eligible businesses include sole traders, partnerships and limited companies. You must provide an email address and mobile phone number to open a Trilogy Account so that we can communicate with you. We may communicate with you by email from time to time, to provide you with information and/or notifications regarding your Trilogy Account.

### 3. How can I apply for the Trilogy Account?

You can apply on the Trilogy website (<https://trilogy-money.com/business-account-application/>).

Before Solaris can open a Trilogy Account for you, Solaris will require evidence of your business, your director and beneficial owner's identities and we may need evidence of addresses. You may need to provide Trilogy with documents such as certificate of incorporation, articles of association, ownership structure, passport, driving licence, national identity documents, utility bills, bank statements or other documents to confirm the existence of your company and verify the identity of beneficial owners. We will also need to carry out checks on you electronically.

### 4. How do I get started?

By logging into your Trilogy Account, you are agreeing to these Terms & Conditions.

As soon as you gain access to your Trilogy Account it is ready to use.

Your Trilogy Account must be used within 3 months of it being issued or it may be automatically cancelled, and your account may be closed.

You can assign additional users in the user can be assigned as a read only user which limits them to only accessing the Trilogy Account to view the information available. These users can also download statements. A user can also be assigned as a read and write user which enables full access to the facilities on the Trilogy Account including the ability to make transactions.

### 5. How do I add funds to the Trilogy Account?

You may pay into your account via the Trilogy Account Portal, by transfer from a payment account, from a card or merchant and any other method notified in your Account Portal from time to time. The time taken to credit funds to your account will depend on the method of deposit used. When the payment institution sending the transfer has been credited to Solaris, these funds will be applied to your Trilogy Account on the same Business Day. You should not pay into your Trilogy Account by a balance transfer from a credit card.

Funds loaded onto your Trilogy Account must be funds of the Account Holder and cannot include any client funds that have not transferred ownership to the Account Holder.

You may only pay in funds up to your maximum account balance, see the Fees and Limits table (section 28). If you send funds to your Trilogy Account above your maximum balance these funds may be held in review and then returned to the sending payment institution.

Certain minimum and maximum limits and usage requirements apply to your Trilogy Account, such limits and requirements are detailed in the Fees and Limits table (section 28). We may also apply additional incoming transfers limits for the purpose of preventing financial crime. We reserve the right to refuse to accept any payment if we suspect any fraudulent or financial crime activity or in the event of other exceptional circumstances.

As soon as we receive the funds that you have paid in, they will be on your Trilogy Account and ready to use. There may be occasions when the funds reaching your Trilogy Account are delayed for up to three working days, this may happen when due to a requirement to confirm the transaction with the sending payment institution. We may also delay or suspend funds reaching your account if we suspect any fraudulent or financial crime activity.

Where an overpayment has been made to your Trilogy Account in error, we reserve the right to debit the account with the excess amount to correct the payment transaction.

You are responsible for ensuring there are enough funds in your available balance for us to authorise your transactions or enough funds to pay any future payments or direct debits you have set up.

You can request to receive an SMS notification when funds are paid into your Trilogy Account, a fee applies, please refer to the Fees and Limits table (section 28).

## 6. What transactions can I make?

You can make the following transactions from your Trilogy Account:

- **Faster Payment to a UK bank account** you can send a faster payment to another person or business using their sort code and account number, you can check if a sort code accepts faster payments at <http://www.fasterpayments.org.uk/consumers/sort-code-checker>. You should make sure that the sort code and account number are correct before you submit the transaction. Faster payments can be sent on the day you authorise the transaction, for a date in the future that you specify or as a regular payment at the dates and frequency you choose. Same day faster payments will ordinarily be available at the receiving account within two hours of being submitted;
- **CHAPS to a UK bank account** you can send a CHAPS payment to another person or business using their sort code and account number. If the request is received after 2.28pm for same day bank transfers, the instruction will be deemed to have been received by us on the following Business Day.
- **International transactions** you can send an international payment to another person or business within an accepted country. The beneficiary payment institution must be able to receive GBP deposits and be able to credit your payees account in the requested currency. We require full details of the payee account and beneficiary payment institution. All instructions will be deemed to have been received by us on the following Business Day. All payments will ordinarily be available at the receiving account within 1-3 Business Days. There may be occasions where the receiving payment institution cannot process the transfer, should this occur the balance will be returned to your Trilogy Account.
- **Direct Debits** an instruction you set up with the organisation you are paying. It authorises the organisation to collect the same payment amount or varying payment amounts from your Trilogy Account if you've been given advanced notice of the amounts and dates of collection. Once you have agreed those, the money is deducted automatically.

An account transaction is authorised by you when you access your online account using your personal security details and submit a faster payment or transaction request or where you have set up a Direct Debit instruction. You must ensure that you input the correct payment institution details for any payment you request from your Trilogy Account.

A transaction is authorised by you when you access your Trilogy Account using your personal security details and submit a payment or transfer request.

As soon as a transaction is authorised Solaris will deduct the value of the transaction from the available balance on your Trilogy Account. Fees are listed in the Fees and Limits table (section 33) and may be deducted at the time of authorisation or when the transaction has been confirmed through the Visa system. A full breakdown of each transaction, including fees, will be available to view on your Account Portal.

Once we have received a settlement request for a transaction, we will transfer funds to a payment institution on the day we receive the authorisation or the day you requested the payment to be made for future dated transactions. A transaction will be received as follows:

- for faster payment transactions or transfers to Trilogy account holders, at the time you ask us to complete the transaction. Same day faster payments will ordinarily be available at the receiving account within two hours of being submitted.

## 7. Can I cancel a transaction?

Generally, authorisation for a transaction may not be withdrawn by you. However, you may be able to withdraw authorisation where you have authorised a transaction which will take place on a future date. However, where a specific date is agreed, you may not revoke a payment order after the end of the Business Day preceding the agreed date on which the transaction will occur.

You can cancel a Direct Debit mandate or standing order at any time by contacting Customer Services. You can also manage cancellations online through your Account Portal. If you want to make sure that no further payments are made under a Direct Debit it should be cancelled three Business Days before the day on which the next payment is due to be made. You must also contact the originator of the Direct Debit. You cannot normally cancel a single payment which is due to be made under a continuing Direct Debit unless you dispute the amount or date of a payment advised to you in an advance notice issued under the terms of a variable Direct Debit authority. In any other circumstances the whole Direct Debit authority must be cancelled.

We may charge you an Administration Fee if a transaction is revoked by you under this paragraph (see the Fees and Limits table (section 28)).

## 8. How can I check my Trilogy Account?

You can check your Trilogy Account by accessing it securely through your App or Account Portal. Your statement will show:

- information on the payee of each transaction and a reference enabling you to identify each payment transaction;
- the amount of the transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of fees for the transaction;
- the exchange rate used in the payment transaction (where applicable);
- the difference between the exchange rate applied and the European Central Bank rates if used within a European country that does not use euros; and
- the date the transaction is authorised or posted on to the account.

This information is accessible at all times via your Account Portal, is available free of charge, and can be stored and reproduced as necessary.

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to access your Trilogy Account. One-time passcodes will be sent to the mobile phone number registered to your Trilogy Account.

You can also choose to use our SMS service to set-up SMS notifications for when money is paid into your Trilogy Account and when you have made a purchase or ATM withdrawal. Additional SMS services will be set out on the Account Portal when they become available. Standard mobile phone charges apply, and a fee is charged for each SMS message that we send. Please refer to the Fees and Limits table (section 28). You agree that you have permission from the bill payer to access our SMS services.

#### **9. Do the Trilogy Account have spending limits?**

You can only spend the money that is paid into the Trilogy Account. Limits also apply to daily transfer amount, , and other limits may be applied to the amount of spend and the number of transactions you can perform for the purpose of preventing financial crime. We reserve the right to refuse transactions if we suspect any fraudulent or financial crime activity. See the Fees and Limits table (section 28) and your Account Portal further details.

You may contact Customer Services to enquire about other products, should the limits on your Trilogy Account not be suitable.

If, for any reason, a transaction is completed when there are insufficient funds in your Trilogy Account, then you will have to reimburse the shortfall to Solaris unless it is due to an error by the retailer with whom you made the transaction.

Solaris may collect this shortfall from any account you have with Solaris or Trilogy and from any funds which you subsequently pay into such account(s). We may suspend your Trilogy Account until the negative balance is restored and charge you an Administration Fee (see the Fees and Limits table (section 28)) for transactions that you that results in a negative balance or increases the negative balance on your Trilogy Account.

#### **10. What if I have been overcharged or charged for transactions I didn't make or have a dispute about a transaction?**

If you dispute a transaction that has been processed on your Trilogy Account, you should contact the merchant first as this may lead to the quickest resolution. If the dispute cannot be resolved with the merchant or you dispute any other account transaction you should contact us without undue delay and in any event within 13 months on becoming aware of any unauthorised or incorrectly executed payment transaction.

Where you have informed us that an executed payment was not authorised by you in accordance with these Terms & Conditions, and you have taken all reasonable steps to keep safe personalised security information including your Trilogy Account details, not disclosed or security information to anyone else and not acted fraudulently, with intent to disclose Security Credentials or with gross negligence, we will:

- refund the amount of the unauthorised payment to you; and
- restore the debited payment account to the state it would have been in had the unauthorised payment not taken place.

The refunded amount or restored balance will be completed as soon practicable and, in any event, no later than the end of the Business Day following the day on which it becomes aware of the unauthorised transaction.

Beyond this, we will have no further liability to you in respect of such authorised transactions. Where payee details provided by you are incorrect, we are not liable for non-execution or defective execution of the payment transaction, but we will make reasonable efforts to recover the funds involved in the payment transaction and notify you of the outcome.

Unless you are a Large Enterprise or Solaris has otherwise identified your right to a refund and resolved the matter, you will be entitled to claim a refund in relation to transactions where:

- the transaction was not authorised under these Terms & Conditions;
- we are responsible for a transaction which we fail to execute or incorrectly execute. In these circumstances, we will refund to you the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. We will also refund to you: (a) any direct charges for which you are responsible; and (b) any interest which you must pay, as a consequence of the non-execution or defective execution of the payment transaction; or
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged is more than could reasonably be expected, taking into account previous spending patterns on the account and the circumstances of the transaction. We will either refund the full amount of the payment transaction; or provide justification for refusing to refund the payment transaction. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving a request for a refund or, where applicable, within 10 Business Days of receiving any further information requested. A claim for a refund in these circumstances will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after the date on which the funds were debited from your Trilogy Account.

If you are a Large Enterprise or Solaris has otherwise identified your right to a refund and resolved the matter, you will be entitled to claim a refund in relation to transactions where we are responsible for a transaction which we fail to execute or incorrectly execute. In these circumstances, we will refund to you the amount of the non-executed or defective payment transaction.

If you allow payments to be made from your Trilogy Account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms contained above and in section 13.

#### **11. What about security?**

You must keep your Trilogy Account, and security credentials safe and not let anyone else know or use them. You must keep your security information secret at all times and never disclose security information to anyone. Security information includes login and password details used to access the Trilogy Account or any other website where your Trilogy Account details are stored. We also recommend that you check the balance on your Trilogy Account regularly on the Account Portal or by contacting Customer Services.

#### **12. What if my Trilogy Account details are compromised?**

If you suspect that someone else has found out security information or accessed your Trilogy Account without your permission, you must tell Customer Services without undue delay by telephone or logging onto your App or Account Portal. The Account may be blocked.

If you ask Customer Services to do so and, provided that you provide information and assistance that we request from you, we will investigate any disputed transaction or misuse of your Trilogy Account.

If the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep a Trilogy, security information or by failing to notify Customer Services without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Trilogy Account, then Solaris will not refund the transaction amount and you will be fully liable for all losses incurred because of the unauthorised use of that account.

If the investigations show that you have not acted fraudulently with intent or with gross negligence, your maximum loss or liability to us for any unauthorised transaction will be limited to £35 and we will process a refund as soon as practicable, and in any event no later than the end of the Business Day following the day after Customer Services receives your notification. There is no maximum liability for Large Enterprises.

### 13. Will you ever block a transaction without me asking?

We may refuse to pay a transaction or honour a Direct Debit:

- if we are concerned about the security of your Trilogy Account or we suspect your Trilogy Account are being used in an unauthorised or fraudulent manner,
- if sufficient funds are not paid into your Trilogy Account at the time of a transaction to cover the amount of the transaction and any applicable fees,
- if there is negative balance on your Trilogy Account;
- if we have reasonable grounds to believe that you are not using the Trilogy Account in accordance with these Terms & Conditions,
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusal to process a transaction by merchants, payment processors or payment schemes such as Faster Payments, or CHAPS.

If we refuse a transaction, we will tell you why immediately by contacting you through the email you have provided or via the Account Portal, if we can, unless it would be unlawful for us to do so. You may correct any information Solaris holds and which may have caused the refusal of a transaction by contacting Customer Services.

### 14. Can I cancel my Trilogy Account?

You have a legal right to cancel your Trilogy Account up to 14 days from the date your Trilogy Account is opened without incurring any penalty. You can also cancel your Trilogy Account at any time after the 14-day period subject to a Redemption Fee (the Fees and Limits table (section 28)) by contacting Customer Services.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and charges paid in advance will be reimbursed proportionally. You will not be entitled to a refund of money you have already spent on transactions authorised or pending or any fees for use of the Trilogy Account before it is cancelled.

### 15. Could my Trilogy Account be cancelled?

Solaris may cancel your Trilogy Account, and this agreement by giving you at least two months' notice. You should ensure any remaining funds on your Trilogy Account are withdrawn within this notice period.

Reasons for cancellation may include:

- if this agreement expires;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives; or
- if you fail to pay fees or charges that you have incurred.

If you are a Large Enterprise we may cancel your Trilogy Account, and this agreement by giving reasonable notice at any time.

Solaris may also cancel your Trilogy Account immediately if we:

- suspect unauthorised or fraudulent use of your Trilogy Account
- have any other security concerns including those related to the security of the Programme Account; or

- need to do so to comply with the law.

We may also deny access to your Trilogy Account where we consider it to be at risk of money laundering or terrorism financing, fraud or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so except where restricted by law.

In the circumstances where funds may be returned, you must tell us what you want us to do with any unused funds, see section 16 for further details.

Where Solaris deem the funds to be derived from the proceeds of crime, the funds may be moved out of the Trilogy Account without your additional authorisation.

### 16. Can I get money back once I have put it on?

You can clear the balance on your Trilogy Account through by making transfers to other payment accounts in British Pounds Sterling. See the Fees and Limits table (section 28) for the fees that would apply.

Alternatively, you may request a refund of the funds on your Trilogy Account by contacting Customer Services. We will transfer your funds back to you at no cost to you, unless:

- you are requesting redemption before termination or expiry of this agreement;
- you cancel this agreement before any agreed termination or expiry date; or
- you request redemption more than one year after the date of termination or expiry of this agreement.

If one of these situations does apply, then we will charge a Redemption Fee (see the Fees and Limits table (section 28)).

We will not redeem the value of the funds on your Trilogy Account to you if your request for redemption of the funds is more than six years after the date of termination or expiry of this agreement.

All funds will be returned to a payment account of your choice in British Pounds Sterling. We reserve the right to see proof of your ownership of the payment account before transferring funds to it. To enable Solaris to comply with its legal obligations, we may ask you to provide us with certain information such as identification documents before we can process your refund request.

Please also refer to section 23 below for the circumstances in which we do not give you a refund.

### 17. Is money on my Trilogy Account protected like my bank account?

The Trilogy Account are electronic money products and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Trilogy Account. Solaris will however ensure that any funds received by you are held in a segregated account so that should Solaris become insolvent your funds will be protected against claims made by its creditors.

### 18. What if I have a complaint?

If you are unhappy in any way with your Trilogy Account or the way they are managed, you can contact Customer Services so that an investigation into the circumstances can be conducted. Any complaints you have will be dealt with quickly and fairly.

Customer Services will address all points of the complaint in writing by post or a downloadable letter attached to an email. A response will be provided within 15 Business Days upon receiving the complaint. If a full response cannot be provided within these timeframes, a holding reply will be sent which shall detail the reason for the delay, with a full response within 35 Business Days.



If your complaint is not resolved to your satisfaction you may, unless you are a Large Enterprise, contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Telephone: +44 (0)800 023 4 567 from landlines, +44 (0)300 123 9 123 from mobile phones or +44 (0)20 7964 0500 for calls from outside the UK and e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). This does not apply to Large Enterprises.

#### 19. What if I change my details?

You must let Customer Services know as soon as possible if you change name, address, telephone number, mobile number or e-mail address. Any name changes require you to contact our customer support team and you will need to provide proof of the change of company name documentation. If we contact you in relation to your Trilogy Account, we will use the most recent contact details you have provided to us. Any e-mail or SMS text message sent to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed, and you have not told us.

#### 20. What will happen to my personal information?

Solaris is the controller of your personal data which is used in order to open, administer and run your Trilogy Account and provide payment services to you. By agreeing to these Terms & Conditions, you hereby consent to Solaris accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you, or otherwise to fulfil this agreement. For further information about how Solaris will process your personal data, please view our Privacy Policy at <https://www.solarisgroup.com/content/solaris-solaris-contis-privacy-policy.pdf>. You may withdraw your consent to the processing of this data by closing your Trilogy Account.

#### 21. Will these Terms & Conditions ever change?

Solaris may change these Terms & Conditions by notifying you by e-mail or other agreed means at least two months' notice before the change is due to happen unless you are a Large Enterprise where we may notify you of a change with reasonable notice. Where the change is not detrimental to you it will take effect immediately. Solaris will assume that you agree with the change. If you do not agree with the change, you must tell Customer Services before the change happens and your Trilogy Account will be cancelled immediately. If you cancel your Trilogy Account in this way, then any balance on the Trilogy Account will be returned to you and you will not be charged a Redemption Fee.

An up-to-date version of the account Terms & Conditions, as well as any notices of future changes will always be available via the Trilogy website, or Account Portal. You should check the Trilogy website, and Account Portal regularly for such notices and changes.

#### 22. When may use of the Trilogy Account be interrupted?

From time to time, Trilogy your Trilogy Account may be interrupted, e.g. when we carry out systems maintenance. If this happens, you may be unable to make a payment transaction or access your Trilogy Account, services and information.

In addition, like other payment accounts, we cannot guarantee that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, to comply with legal and regulatory requirements, or because we have suspended, restricted or cancelled your Trilogy Account or refused to replace it in accordance with these Terms & Conditions.

#### 23. What is Solaris' responsibility?

If Solaris incorrectly deducts funds from your Trilogy Account, they will be refunded. If Solaris subsequently establishes that the refunded amount you claimed was incorrect had in fact been correctly deducted, your available balance may be deducted, and you may be charged a fee. If you do not have sufficient available balance, you must repay us the amount immediately on demand.

If unauthorised transactions occur after you have notified Customer Services of the loss, theft, compromise or unauthorised use of your Trilogy Account, and you have not acted fraudulently or in breach of these Terms and Conditions, then Solaris will be liable.

Solaris will not be liable:

- for any interruption, disruption or impairment of our service or any third party services on which we rely for the performance of our obligations hereunder;
- for refusing to a transaction;
- for suspending use of your Trilogy Account
- for any loss arising from your inability to use or access your Trilogy Account due to interruptions;
- for any direct, consequential, indirect, exemplary, punitive, special, incidental or loss or damage you may suffer including loss of revenue, loss of reputation, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your Trilogy Account, App or Account Portal or the use of your Trilogy Account by any third party (unless otherwise required by law);
- for the quality, safety, legality or any other aspect of any goods or services purchased with you Trilogy Account; and
- any abnormal and unforeseeable circumstances beyond our control, however so caused and permitted under Applicable Law.

We are not responsible for lost, late or undelivered text messages, notifications, or communications. We accept no responsibility for any technical, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, internet, website or other access issue which may hinder your ability to access the services.

Nothing in these Terms & Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

#### 24. When can I be charged (other than the fees in section 28)?

We may charge you for any reasonable costs that we incur in taking action to stop you from using your Trilogy Account and to recover any monies owed as a result of your activities if you:

- use your Trilogy Account fraudulently;
- do not use your Trilogy Account in accordance with these Terms & Conditions; or
- have been grossly negligent, for example by failing to keep the Trilogy Account, secure or by failing to notify us without delay Trilogy after your Trilogy Account has been used by someone else or where your Trilogy Account has been compromised.

In these circumstances you will not be refunded and we reserve the right to charge you for any reasonable costs that are incurred in taking action to stop you using your account and to recover any monies owed as a result of your activities.

If you have used your Trilogy Account in accordance with these Terms & Conditions, your maximum liability for any unauthorised transaction resulting from a failure to keep your personalised security features safe or the use of stolen Trilogy before you notify Customer Services will be £35. There is no maximum liability for Large Enterprises.

At our discretion, you will be charged an Administration Fee if we have to manually intervene to complete a payment or rectify an error on the account caused by an error or omission on your part.

#### 25. Am I permitted to give access to third party providers?

You may allow regulated Third Party Providers ("TPPs") (including Account Information Service Providers ("AISPs") and Payment Initiation Service Providers ("PISPs")) access to your online Trilogy Account; either to make payments, obtain account balances or obtain information on previous transactions.

Before giving consent to a TPP, you should:

- ensure that the TPP is authorised and holds the correct regulatory permissions;
- check what level of access you are consenting to, how your Trilogy Account will be used and the extent to which your data will be shared with third parties; and
- familiarise yourself with your obligations and rights under the TPP agreement, in particular your right to withdraw consent to access your Trilogy Account.

Solaris may refuse to allow a TPP access to your Trilogy Account where there is a concern about fraudulent or unauthorised access.

Solaris are not party to, or responsible for, any agreements between you and a TPP. Subject to any rights to refund you may have under these Terms & Conditions, Solaris shall have no liability for:

- any loss whatsoever, as a result of using a TPP and entering into a TPP agreement; and
- any actions that the TPP takes in relation to suspending or terminating your use of their service or for any resulting losses.

## 26. Can I assign my rights or obligations under these Terms & Conditions?

You may not transfer or assign any rights or obligations you may have under these Terms & Conditions to any other person without our prior written consent. Solaris may assign the benefit of these Terms & Conditions to any other person at any time on giving you 2 months prior notice of this unless you are a Large Enterprise where reasonable notice will be provided. If Solaris does this, your rights will not be affected.

## 27. Governing law

This Agreement is concluded in English. All communications with you will be in English. These Terms & Conditions will be construed in accordance with English law and the exclusive jurisdiction of the English courts.

## 28. What are the fees and limits?

### Trilogy Fees

Fees and Charges	Value	Comments, including when the fee is taken
<b>Monthly Management Fee</b>	£15 per month	First charge is within 15 days of account creation
<b>Payments</b>		
<b>Same day Faster Payment transfer from account</b>	£0.30	Transfer money to a UK bank account on the same day via Faster Payments
<b>Same day transfer from account (CHAPS)</b>	£0.30	Transfer money to a UK bank account on the same day, some restrictions may apply.
<b>Account Loads</b>	£0.30	
<b>Internal Transfers</b>	£0.30	Movement of funds between Trilogy account
<b>International Payments</b>	£25.00	Payments from Trilogy accounts to international accounts (speak to account manager for accepted countries). This is charged on payment request.
<b>Other Fees</b>		

Unpaid Direct Debit fee	Free	Applies where a direct debit is declined due to insufficient funds in the account.
Direct Debit (cost per collection)	Free	
Administration Fees	Free	Administration fee for instigating a chargeback on request of the account holder, transaction revocation, manually rectifying account holder errors or investigating shortfalls.
Redemption Fee	£2.00	When you request a funds transfer on closing of the account.
<b>Limits</b>		
<b>Maximum balance</b>	£500,000	Max balance limit dependant on account requirements.

\* some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

\*\* standard operator SMS charges apply, and addition charges may apply to receive SMS information outside the UK.

Your **Trilogy Account** are issued by Contis Financial Services Ltd who is authorised by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900025) and is a member of Visa. Registered head office is Navigation House, Belmont Wharf, Skipton, North Yorkshire, United Kingdom BD23 1RL.

Please note that the **Trilogy Account** are an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. We ensure that any funds received by you are held in a segregated account so that in the unlikely event that Contis Financial Services Ltd becomes insolvent your funds will be protected against claims made by creditors.