

Customer Agreement: Wise Payments Limited

Last updated: 1 August 2023

Welcome to Wise

This Customer Agreement applies to our products and Services. It describes the rights and obligations of you and us and forms a legally binding contract between you and Wise when you register and use our services such as sending money to your friends and family or holding a balance with us.

You may go directly to any section by selecting the appropriate link provided. The headings are for reference only.

IMPORTANT THINGS TO KNOW

You **must be at least 18 years old** to use our services and when you do, you are agreeing to these terms. **If you don't agree you must not use our Services**

You can access and use our Services via our website or App or through social media, API or an authorised third party

Our [pricing page](#) shows all our fees. You'll always see our fees upfront

There are certain types of business and transactions we do not support. These are known as **'restricted activities'** and we tell you about them in our [Acceptable Use Policy](#). You must read this carefully to **make sure you do not carry out any of these activities**. If you do, we may stop you from using our Services

When you use our Money Transfer service **you might be doing business with another Wise entity** depending on the currency. These Wise entities and the currencies that apply are listed [here](#).

Your profile and Wise Account are **for your personal use**, you must **keep your security details safe and not allow anyone else to use our Services on your behalf**. Any use of our Services from your profile or Wise Account is deemed to be approved by you

We might suspend your access to our Services if we think your profile or Wise Account might be compromised, you engage in a restricted activity or we believe you may have or will violate any applicable laws

We hope you enjoy using Wise, but **if you want to stop using our Services or close your Wise Account** you can contact [Customer Support](#)

If you have a **complaint about** our Services, please follow our [Customer Complaint Procedure](#)

1. About this customer agreement

- 1.1 This Customer Agreement** is a contract between you, as an individual (“**you**”) and Wise Payments Limited (“**Wise/us/we**”) which defines the terms and conditions on which we provide our Services to you (the “**Agreement**”). This Agreement refers to and incorporates by reference additional documents (the “**Additional Documents**”), which also apply to your use of our Services, including:
- a. Our [Acceptable Use Policy](#), which sets out the allowed and restricted uses of our Services.
 - b. Our [Pricing Page](#), which sets out our pricing and how it works.

You should read these along with our [Privacy Policy](#).

- 1.2** By using our Services, you confirm that you accept and agree to this **Agreement** in its most current form as posted on our Website, App or by an API Partner. If you do not agree, you must not use our Services.
- 1.3** When paying for a Money Transfer in a currency other than British pounds (GBP), you may be doing business with a different Wise entity as listed [here](#). In those cases, your money will be held in accordance with the regulations and licences applicable to such entity.
- 1.4** Where there are any differences between this Agreement, the Additional Documents or information we provide on our Website, App or via an API Partner, the terms in this Agreement will take priority.
- 1.5** To receive some of our Services, such as our Assets products, you may be asked to agree to additional terms and conditions which we will tell you about before you use that service.
- 1.6 How this Agreement applies to you.** If you only use our Services to make Money Transfers or maintain a profile with Wise without a Wise Account, then you agree to this Agreement each time you use our service in this way. When you open a Wise Account, this Agreement applies to that Wise Account whilst the Wise Account is open.
- 1.7 Future changes.** We may update this Agreement from time to time as set out in ‘Our right to make changes.’ Any changes made to this Agreement will take effect as soon as the Agreement is on our Website and App or on the date notified to you.
- 1.8** You can always see the most current version of this Agreement on our [Website](#). If you would like a copy of this Agreement, you can download it or contact [Customer Support](#).

2. Defined words in this Agreement

- 2.1** In this Agreement, capitalised words are defined in brackets within the Agreement or Additional Documents or have the meaning set out below:

API means the application programming interface provided by Wise, for example, through an API Partner.

API Partner means a business we have partnered with for Wise to offer our Services through their website, mobile application or similar.

App means our mobile application software, the data supplied with the software and the associated media.

BACS Direct Debit means an instruction from a customer to their payment service provider authorising collection of varying amounts from the customer's account, if the customer has been given advance notice of the collection amounts and dates under the Bankers' Automated Clearing System.

Business Day means a day other than a Saturday, Sunday, or a public holiday in England when financial institutions in London, UK are open for business.

Chargeback means the person sending you the money has made a claim to their bank or payment provider that money was sent to you illegitimately, or the payment to Wise fails due to insufficient funds, account closed or any other reason.

Intellectual Property means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

Money Transfer means a direct transfer of funds paid by you, without using funds in your Wise Account, to a designated recipient that is sent using Wise. In some currencies, you may only be able to convert and send funds using your Wise Account and cannot make a direct Money Transfer.

Reversal means the funds received by you are reversed, returned, or clawed back for any reason. For example, due to insufficient funds or account closure.

Services means all products, services, content, features, technologies, or functions offered by us and all related websites, applications (including the App), and service models (including the Website and via an API Partner), and including the Wise Account, the currency conversion, and Money Transfer offerings.

Website means any Wise webpage, including www.wise.com, where we provide the Services to you.

Wise Account means a multi-currency account held by customers at Wise, which may include a Jar.

3. Who we are and how to contact us?

- 3.1** We are Wise Payments Limited, a company incorporated under the laws of England and Wales with company number 07209813.
- 3.2** Our registered office is 6th Floor, Tea Building, 56 Shoreditch High Street, London E1 6JJ, United Kingdom. This office is not publicly open to you or other members of the public.
- 3.3** We are an authorised electronic money institution (EMI) authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 (EMRs 11) and the Payment Services Regulations 2017 (PSRs 17) to issue electronic money and provide payment services. You can look us up on the [FCA's register](#) using our FCA reference number, 900507.
- 3.4** **How to contact us.** You can contact us by email, web chat or telephone by logging into your Wise Account or through our [Help Centre](#).

USING OUR SERVICES

4. Our Services under this Agreement

- 4.1** **Overview.** Each of our Services works slightly differently, here we provide an overview of the services covered by this Agreement and the terms that apply to all the Services under this Agreement. You should carefully read the section of the Service you intend to use:
 - a. **Converting Currency.** You can convert one currency to another either as a Money Transfer, using your Wise Account or spending on your Card.
 - b. **Your Wise Account.** Wise Account is a multi-currency account that allows you to hold, spend, send, and receive money as well as convert currency. Where possible you may also have a Card.
 - c. **Money Transfer.** You don't need to have a Wise Account to send money. You can carry out a Money Transfer when you log into Wise subject to our terms.

5. Who Can Use Our Services?

- 5.1** **Age requirement.** You must be an individual and at least 18 years old to use our Services.
- 5.2** **One Wise Account, one profile.** You may only open one Wise Account and one profile.
- 5.3** **Transacting on your own account.** All activities under a Wise Account or Wise profile shall be considered activities conducted by you. You agree to only use the Services to transact on your own account and not on behalf of any other person or entity. You must not allow others to access or use the Services or your Wise Account on your behalf.

6. Getting Started

- 6.1 Using our Services.** To start using our Services, you must create a profile and provide certain information as prompted by us.
- 6.2 Information must be accurate.** All information you provide to us must be complete, accurate and truthful always. You must update this information whenever it changes. We cannot be responsible for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents.
- 6.3 Security and customer due diligence checks.** We are required by law to conduct certain security and customer due diligence checks on you to provide any Services to you and allow you to have and maintain a Wise Account. Sometimes, we might also need to perform checks on other parties involved in a particular transaction (for example, on your recipient).
- 6.4 Information requests.** You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Wise Account with us or in the event of a dispute relating to this Agreement or our Services. You agree we may disclose certain information about you, including your name, residential address, and date of birth to a credit reporting agency to obtain a credit report for these purposes
- 6.5** Wise reserves the right to close, suspend, or limit access to your Wise Account or the Services in the event we are unable to obtain or verify any information related to you or your transaction.

7. Staying Safe While Using Our Services

- 7.1** We recommend you use the Services to send money to friends, family and trusted and verified businesses and third parties that are known to you or that you have already done business with. You should be cautious when sending money to the recipients you don't know and have never dealt with before.
- 7.2** When accessing your Wise Account or profile, you should at the minimum do the following:
- a. Change your password regularly and ensure that it is not reused for other online accounts.
 - b. Never share your login details with anyone else. This includes the membership number, password or other security credentials. If you suspect that your account may be accessed by someone else, contact [Customer Support](#). We will never ask you for your password.
 - c. Always use strong passwords, for example ones that use a mixture of letters, numbers, and symbols. Here is recommended [guidance](#) you can follow.
 - d. Set up 2-step authentication, if applicable.

- e. Keep your email account secure. You may reset your password using your email address. Let [Customer Support](#) know immediately if your email account becomes compromised.
- f. Regularly update the App on your device to the latest version available.
- g. Regularly update your device's browser to the latest version available.
- h. Maintain your device's operating systems with regular security updates provided by the operating system provider.
- i. Install and maintain the latest anti-virus software on your device, where applicable.
- j. It is essential to ensure every time you are entering your Wise username and password that it is only ever on our official App (downloaded from the iOS or Android store) or if via a browser, at wise.com. Emails and SMS messages sent by fraudsters may lead to fake login portals that could phish your login information and 2-step authentication details. Similarly, criminals can place malicious adverts on search engines that lead to fake websites of trusted businesses, including Wise. More information on how to avoid falling for phishing scams can be found on our website [here](#).
- k. If you suspect you have become a victim of a scam, contact our [Customer Support](#).

7.3 You must NOT:

- a. Disclose your login credentials or your 2-step authentication details to anyone. You must keep them safe.
- b. Let anyone access your Wise Account or profile, or watch you accessing it, including letting someone else take remote control of your device(s).
- c. Use any functionality that allows your login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded.
- d. Do anything which may in any way avoid or compromise the 2-step authentication process.

7.4 Contact us if you suspect your Wise Account or profile has been

compromised. If you suspect your Wise Account, profile or other login credentials are stolen, lost, used without your authorisation, or otherwise compromised, you must contact [Customer Support](#) immediately. We recommend that you both call and email Customer Support right away. You can also freeze your Card with immediate effect on our App under the Account tab. You are also advised to change your password.

7.5 Any delays in notifying us of a compromised account, may affect the security of your account and result in losses that you would be responsible for. You must provide us with any reasonable assistance we require from you to investigate and take any action required to secure your account.

7.6 Extra Services you use may have additional security requirements and you must familiarise yourself with those.

7.7 You are responsible for ensuring that your information technology, computer programmes and platform is configured to access our Services. We cannot guarantee that our Services will be free from bugs or viruses.

8. Limits on How You Can Use Our Service

8.1 An account for you. You may only use our Services for personal purposes and not as a business account or for business purposes. If you require a product or Service dedicated to business activities, you can open a Business Account with Wise.

8.2 You must not misuse our systems. You must not misuse our systems by:

- a. Introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful.
- b. Taking any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or attacking our Website, App or API with any type of denial-of-service attack.
- c. Using an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software, or routine to bypass our robot exclusion headers.
- d. Interfering, disrupting, or attempting to interfere or to gain unauthorised access to our Website, software, API, systems (including any networks and servers used to provide any of the Wise Services) operated by us or on our behalf, any of the Wise Services or other users' use of any of the Wise Services.

8.3 You must not misuse our Services. You must not misuse our Services by:

- a. Breaching this Agreement, Additional Document, or any other agreement between you and any Wise entity.
- b. Violating any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising).
- c. Infringing Wise's Intellectual Property.
- d. Acting in a manner that is defamatory, libellous, threatening or harassing.
- e. Providing false, inaccurate, or misleading information.
- f. Sending or receiving what we believe to be potentially fraudulently gained funds.
- g. Refusing to cooperate in an investigation or provide confirmation of your identity or any information requested by us.

- h. Attempting to “double dip” during a dispute or claim by receiving or attempting to receive funds from both Wise and a third party (e.g., a merchant), bank or card issuer for the same transaction.
- i. Using Wise’s Services in a manner that results in or may result in:
 - i. complaints to or about Wise.
 - ii. requests by third parties to invalidate payments made to you.
 - iii. fees, fines, penalties or other liability or losses to Wise, other Wise customers, third parties or you.
- j. Using our Services in a manner that Wise, a card network or any other electronic funds transfer network believes to be an abuse of the card system or a violation of card association or network rules.
- k. Allowing your Wise Account to have a negative balance.
- l. Accessing the Wise Services from a country that Wise is not permitted to operate.
- m. Taking any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers.
- n. Circumventing this Agreement or any Additional Document or Wise policy or determinations about your Wise Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions:
 - i. attempting to open a new or additional Wise account(s) or profile(s) when an account has a negative balance or has been restricted, suspended, or otherwise limited.
 - ii. Opening new or additional Wise Accounts or profiles using information that is not your own (e.g., name, address, email address, etc.), or using someone else’s Wise Account.
 - iii. Harassing, being abusive towards and/or threatening our employees, agents, or other customers.
 - iv. Abusing a card network dispute resolution process.

8.4 We may suspend your Wise Account or your access to our Services. We may suspend your profile or Wise Account, or restrict its functionality if we have reasonable concerns about:

- a. the security of your Wise Account or your profile.
- b. suspected unauthorised or fraudulent use of your Wise Account or our Services; or
- c. suspected violations of this Agreement or the Additional Documents, including our Acceptable Use Policy.

8.5 We will give you notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can, either before the

suspension or restriction is put in place, or soon after, unless notifying you would be unlawful or compromise our reasonable security measures.

8.6 The actions we may take if you misuse our Services or systems. If we believe that any of the activities listed in this section 8 have been taken by you, we may take several actions to protect Wise, its customers and others, at any time and at our sole discretion. The actions we may take include, but are not limited to, the following:

- a. terminating this Agreement immediately.
- b. suspending your Wise Account or your profile, during which time your Wise Account and profile will remain open but is not able to be operated or may be subject to restrictions, or you may not be able to use our Services, until we remove the suspension;
- c. closing your Wise Account and terminating your access to our Services, which means your Wise Account is deactivated and/or your profile will not be available, without notice, and without penalty to us.
- d. reporting suspected breach of law, regulation, or criminal statute to the relevant law enforcement authorities, and we will cooperate with those authorities, including by disclosing your identity to them.
- e. refusing to provide our Services to you or your businesses or affiliates in the future.
- f. limiting your access to our Website, App, software, systems (including any networks and servers used to provide any of the Wise Services) operated by us or on our behalf, your Wise Account or any of the Services, including limiting your ability to pay, convert or send money with any of the payment methods linked to your Wise Account, restricting your ability to send money or make withdrawals.
- g. holding the balance in your Wise Account if reasonably needed to protect against the risk of liability or if we reasonably believe you have violated our [Acceptable Use Policy](#).
- h. contacting your bank or credit card issuer, other impacted third parties, or law enforcement about your actions.
- i. updating inaccurate information, you provided us.
- j. taking legal action against you, including seeking damages and reimbursement for losses and fees.

8.7 Court Orders. If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with court order, applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Wise Account, placing a reserve or limitation on your Wise Account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement, or other legal process requires otherwise, we will attempt to notify you of these actions using the contact information that you have provided to us.

We do not have an obligation to contest or appeal any court order or legal process involving you, your Wise Account, or your use of our Services. When we implement a hold, reserve, or limitation because of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve, or limitation may remain in place as long as reasonably necessary.

9. Closing your Wise Account or stopping your use of Wise

9.1 You may stop using Wise and/or close your Wise Account at any time.

This Agreement continues until your Wise Account is terminated. You may close your Wise Account and/or end your ability to use our Services at any time by following the steps provided by us on our Website, App or via an API Partner.

9.2 If you want to close your Wise Account, you should withdraw your funds within a reasonable time.

You must withdraw your funds before your Wise Account closes. At the time of closure, if you still have funds in your Wise Account, you will no longer have access to them, but you can still withdraw your money by contacting [Customer Support](#). You have the right to do this for a period of 6 years from the date your Wise Account is closed.

9.3 Remaining funds may be subject to additional checks.

After closure or deactivation of your Wise Account, you may be subject to additional checks before Wise is able to return the funds back to you.

9.4 When you may not close your Wise Account or delete your profile.

You must not close your Wise Account or delete your profile to evade an investigation (either by Wise or an enforcement agency) or if you have a pending transaction or an open dispute or claim. If you attempt to do this, we may hold your money for a period that is reasonably necessary to protect our or a third party's interest.

9.5

We may prevent your account from being closed or delete your profile if you have a negative balance or if your Wise Account is subject to a hold, limitation, or reserve.

9.6 You are responsible for your Wise Account after closure.

You agree that you will continue to be responsible for all obligations related to your Wise Account and your use of our Services, even after it is closed, or you have stopped using our Services. For example, if you have a negative balance with Wise, you will remain responsible for paying us even after your Wise Account is closed and/or you have deleted your profile. For more information, see **"What happens if you owe us money"**.

9.7 We may end this Agreement by giving you two months' notice.

We may terminate this Agreement and close your Wise Account or any Services associated with it by giving you two months' prior notice, where required.

9.8 You cannot use the App if this Agreement ends.

On termination for any reason all rights granted to you in connection with the App shall cease, you must immediately delete or remove the App from your devices.

10. How much will you pay?

- 10.1** Registering for Wise and/or opening a personal Wise Account is free. You may incur a fee when you use parts of our Services such as sending money, converting currencies, getting a card, or receiving wire payments.
- 10.2 You must pay our fees.** We may not process your transaction(s) or provide any other Services to you until we have received the fees from you. Our fees do not include any fees that an API Partner, your bank, the recipient's bank or other third party may separately charge.
- 10.3 You can see our fee structure on the Pricing page.** The fees set out in our [Pricing page](#) will be applicable to you when you use our Services and forms part of this Agreement. We may charge you a variable fee during periods of potential heightened volatility or unpredictability in the foreign exchange market, as determined by Wise. We will let you know if this fee is applicable when you set up your order. It is important that you read and agree to these fees before you use our Services. We may make changes to our fees as set out in "**Our right to make changes**".
- 10.4 We can make deductions for amounts you owe us.** You agree that we are authorised to deduct our fees, any applicable Reversal amounts, or any amounts you owe us from your Wise Account, including negative Wise Account balances and funds held in a Jar. If you don't have sufficient funds in your Wise Account to cover these amounts, we may refuse to execute pending or future transactions or provide any Services to you and may deduct funds sent to us for Services in the future.
- 10.5 Taxes.** You are responsible for any taxes which may be due by you because of your use of our Services, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

CONVERTING CURRENCY

11. Currency Conversion

- 11.1** Our Services include the ability to convert currencies, for example:
- a. As part of a Money Transfer.
 - b. In your Wise Account, when you add money in one currency and then later use those funds to send money to a third party, spend money on your Card or withdraw money in a different currency.
 - c. In your Wise Account, when you hold a balance in one currency and then convert it to a different currency.
- 11.2 Exchange rate.** When we refer to an exchange rate in this Agreement, it means the exchange rate at the relevant time for the relevant currency pair (for example, GBP to EUR, USD to AUD) that is offered by Wise, which is typically provided by a reference rate provider and usually the mid-market exchange rate. We may change our reference rate provider from time to time without notice to you.

- 11.3** For some currencies, we do not use the mid-market exchange rate, including where we are required by law to use a different reference rate for the exchange rate for your currency pair. For these currencies we will notify you of the exchange rate offered by Wise when you initiate a current conversion.
- 11.4** We may not process your currency conversion order until we hold or have received the funds and specified fees. It is your responsibility to ensure money that you fund a currency conversion order (whether through your Wise Account, as part of a Money Transfer or any other Service we provide) in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your bank or payment service provider.
- 11.5 Refusing a currency conversion order.** We reserve the right to refuse any currency conversion order if the conditions set out in this Agreement have not been met. Reasons for refusal may include but are not limited to incorrect information about a recipient, insufficient available funds, or where we believe you may have violated this Agreement, including where we believe you are or may be attempting to engage in currency trading or other trading for purposes not permitted by this Agreement. We will endeavour to notify you of any refusal, using the contact information that you have provided to us, stating (where possible) the reasons for such refusal, and explaining how to correct any errors. However, we will not notify you if such notification may be unlawful.
- 11.6 Confirmation of currency conversion order.** Each currency conversion order is given a unique transaction number which is shown in the order confirmation and transaction history. You should quote this transaction number when communicating with us about a particular currency conversion order.

YOUR WISE ACCOUNT

12. Information about your Wise Account

12.1 About your Wise Account:

- a. Your Wise Account allows you to hold, spend, send, and receive funds and convert currency.
- b. The funds held on your Wise Account do not expire and are issued in accordance with the EMRs 11.
- c. The funds held on your Wise Account may not earn any interest or return.
- d. You may hold your funds in any currencies that we support from time to time.
- e. You may withdraw funds from your Wise Account at any time subject to certain conditions, please see section 'withdrawing funds from your Wise Account' for more details.
- f. The funds held on your Wise Account belong to you as the registered Wise Account holder.

- g. You may not place a charge or other form of security over your Wise Account.
- h. We may place certain limits on your Wise Account depending on your country of residence, verification status or other legal considerations. You can contact our [Customer Support](#) team for more information about these limits.
- i. We may at our sole and absolute discretion reject a requested transaction, or refund a payment or other transaction, for any reason whatsoever, including without limitation, where the value of your Wise Account could directly or indirectly exceed any value permitted under the applicable laws and regulations or any other regulatory or risk limit prescribed for that Wise Account.

12.2 Wise is not a bank, and your Wise Account is not a bank account. The funds held with Wise, including balances in your Wise Account, are not insured by any deposit protection scheme, including the Financial Services Compensation Scheme (“**FSCS**”). Wise holds your funds in permissible investments in accordance with applicable laws. Wise owns the interest or other earnings on these investments, if any.

12.3 Account Details. When Wise provides you with Account Details (as described further below), these Account Details are a means to receive funds from third parties into a bank account held by Wise and its affiliates. Wise can credit your Wise Account when you use these Account Details, and they are not a bank account number for a bank account held by you.

12.4 How we protect your money. As Wise is not a bank, we use safeguarding to protect your money. This is done in accordance with the regulations, PSRs 17. Wise keeps your money in the name of Wise in established financial institutions. Your money is deposited in Great British Pounds (GBP) into dedicated and segregated accounts held by us with our safeguarding institutions. We may change our safeguarding institutions from time to time, without notice to you. You can find out more about how we safeguard your money in the [Help Centre](#).

12.5 Adding money to your Wise Account. To add funds to your Wise Account, you need to log in to your Wise Account and follow the steps. You may be presented with one or more methods of adding funds to your Wise Account. For example, you may be able to use a bank transfer, authorise Wise to debit the money from your bank or payment account with a third party, or use a credit card or debit card (in this Agreement, we will call these methods “**Pay-in Methods**”). Any Pay-In Method that you use to add money to your Wise Account must be in your name.

12.6 Pay-in Methods. The Pay-in Methods made available to you will depend on a few factors including where you live and your verification status with us. You will see the available Pay-in Method when you choose to add funds to your Wise Account. We cannot guarantee the availability of any particular Pay-in Method and we may change or stop offering a Pay-in Method at any time without notice to you.

12.7 Adding money with your debit or credit card. Where you can use a debit or credit card as your Pay-in Method to add money to your Wise Account, you will need to provide your card details to us. This will include your card number and cardholder name. When you choose to add money via debit or credit card, you confirm that your card details are correct, that you are authorised to access and transmit funds from your card account, that your card account is in good standing with the account provider and that you have the authority to initiate a debit or credit card payment in the amount at issue from your card account. You will need to pay any fees incurred from adding money by using your debit or credit card.

12.8 Chargebacks on your Pay-in Method. If you select a Pay-in Method which can be subject to chargeback (for example a credit card), you agree that you will only exercise this chargeback right if:

a. We have breached this Agreement; or

There was an unauthorised use of your Pay-in Method, meaning that you did not execute or authorise the payment.

You agree that you will not exercise your chargeback right for any other reason. If we need to investigate or take any actions in connection with a chargeback caused by or related to you, we may charge you up to GBP 15 as an administrative fee and we may deduct this amount from your Wise Account, limit your access to our Services until the investigation is complete. In serious circumstances, including where there are unusually high or frequent amounts of chargebacks, we may close your Wise Account.

12.9 Restrictions on adding Money. We only offer the Pay-In Methods you see when you access our Services. Other methods, such as a paper or e-cheque, and cash will not be accepted. For legal, security, or other reasons, there may be financial limits on your chosen Pay-in Methods or currencies, including how much you can add to your Wise Account. We will let you know at the time of adding money if there is a limit.

12.10 Receiving money to your Wise Account from other sources. In certain currencies, we may provide you with local account details that you or a third party can use to send money directly to your Wise Account (“**Account Details**”). The Account Details that we provide to you are only a means to receive funds from third parties into a bank account held by Wise and its affiliates, so that Wise can credit your Wise Account that is held at the Wise entity described in the beginning of this Agreement (regardless of currency) and are not a bank account number for a bank account held by you.

12.11 We may carry out verification checks when you request Account Details in addition to the checks required to obtain a Wise Account, and we may carry out further checks on an ad-hoc basis. From time to time your Account Details may change. When this occurs, we will notify you, and you are responsible for updating third parties and other arrangements you may have to receive funds using your Account Details. Wise is not responsible for issues that arise when Account Details are changed, and it is your

responsibility to notify third parties that your Account Details have changed.

12.12 When money received is shown in your Wise Account. Any money you receive into your Wise Account will be converted into electronic money and recorded in your transaction history. You should check and confirm the receipt of incoming funds in your Wise Account regularly and let us know if there are any irregularities or discrepancies.

12.13 When we will credit your Wise Account. We are not responsible for the funds you have added until we have received them. For clarity, when you add funds to your Wise Account, we are the recipient of those funds. This means the bank or payment service provider you used to send the funds to us is the one responsible for making sure we receive them so that we can credit them to your Wise Account.

12.14 We will credit your Wise Account once we have received your funds. For some Pay-in Methods such as a credit or debit card, we may credit the funds before we receive the funds subject to our right of Reversal. This means if we credit your Wise Account for the full amount you intended to add but this amount does not reach us, we will deduct that amount from your Wise Account. If you have already spent the funds, this could make your Wise Account have a negative balance (see "**What happens if you owe us money**").

13. Withdrawing funds from your Wise Account

13.1 You can request to withdraw your funds. You may withdraw all or some of the balance in your Wise Account. We may charge you a fee for each withdrawal request, we will let you know the exact amount when you submit your request. You can also find out more information about the fees we charge on the [Pricing page](#).

13.2 Pay-out Methods available to you. You may be presented with one or more methods of withdrawal (in this Agreement, we will call these methods "**Pay-out Methods**"). The number of Pay-out Methods made available to you will depend on a few factors including where you live and your verification status with us. We cannot guarantee the use of any Pay-out Method and may change or stop offering a Pay-out Method at any time without notice to you.

13.3 You must provide correct information to us. When setting up your withdrawal request, you must ensure that the information you provide is correct and complete. We will not be responsible for money sent to the wrong recipient because of incorrect information provided by you.

13.4 What happens if you provide incorrect recipient information. If you have provided incorrect information to us, we may, but are not required to, assist you in recovering your funds. We cannot guarantee that such efforts will be successful as they rely on the policies and practices of other banks and institutions. In addition, Wise may not be able to confirm that your recipient's name and account number match, as the names and other information associated with third party accounts may not be known to

Wise. This means that if you provide an incorrect account number, your funds will most likely go to the wrong account.

13.5 Your withdrawal request is subject to limits. You agree that your Wise Account is subject to withdrawal limits. If your withdrawal request exceeds the current limit, we may decline your request or we may require you to provide additional documents to us so that we can carry out additional checks before allowing the money to be withdrawn.

13.6 Delay in withdrawal. We may delay a withdrawal in certain situations, including if we need to confirm that the withdrawal has been authorised, to complete verification checks, or if other payments to your Wise Account have been reversed (for example, because of a chargeback or Reversal). We cannot be held responsible for any such delays, provided that we have acted reasonably in delaying a withdrawal.

13.7 Finality. Pay-outs, currency conversions and Card or other transactions executed by us are final and irrevocable once you request them, unless otherwise provided in this Agreement or pursuant to applicable law.

14. Reversals and Chargebacks

14.1 Funds added or received to your Wise Account may be subject to Reversal or chargeback. Funds added to your Wise Account could be Reversed or subject to a chargeback, which means that you will not get those funds credited to your Wise Account. A Reversal or chargeback may occur where the funds added to your Wise Account are Reversed by Wise or Reversed to or subject to a chargeback by the person paying you the money or the payment provider.

14.2 When a Reversal or chargeback may happen. You may be liable for and/or have funds reversed or be subject to a chargeback when, without limitation, we have reason to believe:

- a. Wise, or any other party, sent the amount received to you in error.
- b. The amount received was unauthorised or fraudulently undertaken or induced.
- c. The amount received was received for activities that appear to have violated a law, this Agreement, the Acceptable Use Policy, or any other agreement between you and Wise.
- d. The amount received is, for any reason, Reversed by the sender or a payment provider.
- e. Any other error that may result in your Wise Account being credited in circumstances where you are not the lawful recipient and/or lawfully entitled to retain the amount received.

14.3 If any funds are Reversed by the sender or any payment provider, you agree that Wise may refund, deduct, or Reverse the amount of the funds plus any fees from your Wise Account (if applicable) in the same currency as the original transaction. If your Wise Account balance for the relevant currency is insufficient to cover the amount of a refund or Reversal, Wise may at its discretion perform a currency conversion to refund or Reverse the

transaction, subject to the exchange rate being offered by Wise in the applicable currencies at that time. If a Reversal or chargeback causes you to have a negative balance, you will be immediately liable to Wise for the negative balance plus any losses to Wise, if any.

14.4 Chargeback Fees. If you receive a debit or credit card-funded payment into your Wise Account and you (or a third party) pursue a chargeback for the transaction with the card issuer, then Wise may apply a fee in accordance with our Pricing Page, for facilitating the chargeback process and will remove the chargeback funds from your Wise Account, including funds held in a Jar.

15. Maintaining your Wise Account

15.1 Transaction history is displayed on your Wise Account. All your transactions (including your current balance, funds you have added, received, sent and/or withdrawn), related fees and exchange rates, if applicable, are recorded in the statement section of your Wise Account.

15.2 Statements. You have the right to request a physical account statement showing your Wise Account activity by contacting [Customer Support](#). You may view your Wise Account statement by logging into your Wise Account. You may be able to view your Wise Account in a way that some of your transactions are hidden. This is to allow you to isolate transactions from recipients to determine your spending with those recipients. You will need to readjust your viewing preferences if you have used this feature to default to see all transactions.

15.3 Check your Wise Account regularly. You must check your Wise Account regularly and carefully and contact our [Customer Support](#) team immediately if you don't recognise a transaction or think we have made a payment incorrectly. You must tell us about any unauthorised or incorrectly executed transactions immediately and no later than 13 months after the transaction date from when you become aware of the unauthorised transaction.

15.4 You accept the risks of holding funds in multiple currencies. You agree and accept all the risks associated with maintaining an account that can hold balances in multiple currencies including any risks associated with fluctuations in the relevant exchange rates over time.

15.5 Auto Conversion. For certain currencies, you may be able to set one or more conversion orders to be automatically executed once the exchange rate you pick is offered by our Services (an "**auto conversion order**"). There may be limits to the number of auto conversion orders you are able to set up, as well as the amounts of money you can schedule to convert. Wise does not guarantee that it will be able to execute your auto conversion order in all circumstances.

15.6 We are not a currency trading platform. Wise is not a currency trading platform. You agree that you will not use your Wise Account for seeking to profit from currency conversion or foreign exchange trading or other types of speculative trading, or for speculative trading purposes, conversion

arbitrage, conversion options or any other activity that Wise determines is primarily for the purpose of gaining or making gains based on currency conversion rates.

15.7 Accordingly, you should not use our Services, including the Wise Account or the auto conversion order function for this purpose, including creating multiple auto conversion orders or a series of Money Transfers without the intention of completing them. If we detect that you are using our Services for this purpose, we may, at our sole discretion, set a limit on the number of auto conversion orders you may create, cancel your orders, set a limit on the amount of money you can convert or transfer in one or more currencies or in the same currency, restrict your ability to access certain features or use our Services, or suspend or close your Wise Account. Wise may also hold, cancel, or reverse any transaction we determine to violate this policy and disgorge your gains.

15.8 Negative Balances. You promise to always have a zero or positive balance in your Wise Account and to repay Wise if your Wise Account balance is negative, including because of a chargeback, Reversal, deduction of fees, any other error, or any other action. That negative amount represents an amount you owe to Wise, and you must repay the negative amount immediately without any notice from us. We may send you reminders or take other actions to recover the negative amount from you, for example, we may use a debt collection service or take further legal actions. We may charge you for any costs we may incur as a result of these collection efforts. For more information, see “**What Happens if you owe us money**”.

16. Jars

16.1 What is a Jar? A “Jar” is a sub account within the Wise Account that can be used to segregate a portion of your funds. You may use jars to keep funds for a designated purpose in the future, such as travel or to assist with your budgeting. You can only put funds into your Jar by transferring money from your Wise Account. You cannot use the funds directly from a Jar to make payments. To use the funds held in a Jar you must transfer the funds out of the Jar back into your Wise Account. The funds within a Jar may not be accessed via direct debits or Card transactions and may not be spent or sent by you unless they are moved out of the Jar. You should keep enough unrestricted money in your Wise Account to cover all anticipated fees. Wise is not responsible for fees resulting from unfunded transactions due to funds being in a Jar.

16.2 Jars are not savings accounts, do not have their own account numbers, and don't earn interest. Money held in your Jars does not earn any interest and is not insured by any deposit protection scheme, including the FSCS.

17. Using or spending funds in your Wise Account via Direct debits

17.1 Direct Debit. You can set up a BACS Direct Debit to allow someone else (the payee) to take money from your Wise Account. This is an agreement between you and a third party, and you may agree to allow such automatic withdrawal on a recurring or sporadic basis. Examples of automatic payments that can be arranged by you include those that may be called a

"billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized transfer" or "preapproved payment." You can also cancel a BACS Direct Debits before they are made. BACS Direct Debits can be cancelled before 3pm on the Business Day that they are due.

- 17.2 Direct Debit Refunds.** BACS Direct Debits are collected from your Wise Account based on a consent you have given in the past. We encourage businesses to tell you the amount of any Merchant Initiated Payment before they collect it. However, if you think a BACS Direct Debit has been taken from your Wise Account in error, you can ask us to refund it within 8 weeks of it being paid. To request a refund, contact us and we will let you know if your refund is successful within 10 business days.
- 17.3** Once your direct debit is cancelled, all future automatic payments under your agreement with that seller will be stopped. If you cancel a direct debit, you may still owe a third party for any goods or services that you receive but have not paid for.
- 17.4** If you have given advance authorization, either to a third party or to Wise, that permits the third party to take or receive payments from your Wise Account on a regularly recurring basis (for example, every month or otherwise on a routine cycle), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller, typically 3 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller.
- 17.5** If you have authorised a direct debit and Wise performs a currency conversion for an automatic direct debit transaction, Wise will use the exchange rate offered at the time the transaction is processed.

18. Using or spending funds in your Wise Account via Cards

- 18.1 Cards.** Your Card can be used to access and spend the funds in your Wise Account, for example, to pay for goods and services online, over the phone, or in person and can be used to withdraw money from ATMs. The Card is not a guarantee card, charge card or credit card. It is not for resale. The Card may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.
- 18.2 Digital card.** You may apply for a digital Card as well as a physical Card. Your digital Card will have a different set of card details from your physical Card, but will draw from the funds in your Wise Account in the same manner as your physical Card. Your digital Card is activated instantly once those details are provided to you and can be used right away. The issuance of the digital Card is free of charge and there are no monthly or annual fees. You can freeze your digital Card at any time and unfreeze it once you are ready to use it again.
- 18.3 Cards and FSCS.** The UK Financial Services Compensation Scheme does not apply as your Card is linked to your Wise Account, which is an electronic

money account and not a bank account. The Financial Services Compensation Scheme does not apply to your Wise Account or Card.

- 18.4 Verification.** We may carry out verification checks when you request a Card in addition to the checks required to obtain a Wise Account, and we may carry out further checks on an ad-hoc basis. These checks may increase the time it takes to process your order for a Card. We are not responsible for any delays because of carrying out those checks. If you have paid a fee for your Card but we decide you do not meet our verification requirements, we will cancel your Card and refund the fee you paid for your Card within 14 days of our decision. We may not refund the fee in certain circumstances.
- 18.5 How to activate your Card.** When you receive your Card, please sign the back of it as soon as you receive it and keep it safe. The Card PIN is a 4-digit code that you may be asked to enter when making a payment using the Card.
- 18.6** You must not make purchases or withdraw funds with your Card that exceed the amount of funds available in your Wise Account. If any purchase or withdrawal takes you over your available funds or the card limits indicated by Wise the transaction will be declined.
- 18.7 Spending limits.** While you may offer you the ability to set spending limits, we reserve the right to add, increase, or decrease spending limits on your Card from time to time. This is in our sole discretion without notice to you except as required by law, for security or other reasons.
- 18.8 Other limits.** We may, at our reasonable discretion, decline the use of your Card for situations including, but not limited to:
- a. Pre-authorized regular payments.
 - b. Transactions at self-service petrol pumps.
 - c. Transactions for cash (other than ATM withdrawal) including for example cash back, cash from a bank, money orders, traveller's cheques, foreign exchange, or bureau de change, or any illegal purposes.
 - d. Where it is not possible for the supplier of the good or service to obtain online authorization that you have sufficient funds in your Wise Account for the transaction. For example: transactions on trains, ships, and some in-flight purchases.
 - e. Where there is suspicion that the Card is being used to exploit vulnerabilities in a merchant's payment processing or the card payment ecosystem; or
 - f. Where we have grounds to believe that you have made false statements to obtain reimbursement for a previous transaction.
- 18.9 When can we suspend or cancel your Card.** Along with closing or suspending your Wise Account, we can suspend or cancel your Card, including if the activity on your Card or Wise Account appears suspicious, fraudulent or may be associated with criminal activity or activity which is

inconsistent with this Agreement. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow us to investigate such activity.

18.10 We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue or replace a Card or may revoke Card privileges, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. We will not incur liability to you because of the unavailability of the funds that may be associated with your Card or Wise Account.

18.11 Replacement of card. If you need to replace your Card for any reason, please follow the instructions on our Website or App or contact [Customer Support](#). We will charge a fee for the replacement Card.

19. Card transactions

19.1 You authorise every transaction. You agree that any use by you of your Card, card number or PIN constitutes your authorisation and consent to the transaction.

19.2 Cards are for your sole personal use. You undertake not to authorise others to use your identity or user status, and you may not assign or otherwise transfer your Card to any other person or entity.

19.3 Card transaction fees. You agree to pay the Card transaction fees set forth in the [Pricing page](#). All the Card transaction fees will be withdrawn from your Wise Account and will be assessed if there are funds remaining on your Wise Account. If at any time your remaining funds are less than the Card transaction fees being assessed, the funds in your Wise Account will be applied to the Card transaction fees resulting in a zero amount on your Wise Account, and your Card may be declined. The remainder of the Card transaction fees due will be collected the next time you add funds to your Wise Account.

19.4 Priority of currencies and currency conversion when you use your Card. If you withdraw cash or make a purchase in a currency for which you hold a balance in your Wise Account, Wise will use that currency for your withdrawal or purchase, and you consent to and authorise Wise to convert the currency in place of your Card network.

19.5 In a currency that you do not hold in your Wise Account. If you withdraw cash or make a purchase in a currency for which you do not hold in your Wise Account, or if you withdraw cash or make a purchase in a currency in an amount that exceeds the available funds that you hold in that currency, Wise may convert funds from another currency that you hold in your Wise Account to cover that transaction, and Wise currency conversion fees will apply. You cannot set a default or preferred currency to convert from.

19.6 When determining which currency to convert where you have more than one currency in your Wise Account, Wise will use the currency with the lowest conversion fee for the currency needed to complete the cash withdrawal or purchase made by you. In cases where the conversion from

several currencies will have the same conversion fee, we will convert based on the highest conversion rate. For more information on which currencies would be used in the event that you use your Card to withdraw cash or make a purchase in a currency that you do not hold in your Wise Account, please check the Wise [Pricing page](#) or contact [Customer Support](#).

- 19.7 In a currency that is not supported by Wise.** If you withdraw cash or make a purchase in a foreign currency that is not supported by Wise, the rate charged by the VISA/MASTERCARD® network shall apply.
- 19.8** Please note that if you are offered the option at a point of sale (POS) terminal to pay in local currency or to pay in your home or another currency, you must pick the local currency if you want the Wise rate to apply to your transaction.
- 19.9 Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Wise Account for such refunds and agree to the refund policy of that merchant. Merchant refunds will be provided to Wise for crediting to your Wise Account when they are received. Wise has no control over when a merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited into your Wise Account and refunds from merchants may be in an amount the same or less than the amount of the corresponding debit.
- 19.10 Refunds in different currencies.** If you receive a refund on a Card payment in a currency for which you have a balance, we will credit said balance. If you receive a refund in a currency that you do not hold a balance or if you receive a refund in a currency we do not support, we will credit your Wise Account in the card's default currency, which may require us to convert the currency.
- 19.11 Unjust enrichment.** In case you notice a refund has been received twice for the same transaction, for example in both your Wise Account and from a merchant, you are required immediately to let us know, and we always reserve the right to debit back a previously issued refund when a refund for the same transaction has been provided by the merchant as well, without prior notice.
- 19.12 No Warranty Regarding Goods or Services as Applicable.** Wise is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. Any disputes or issues with any goods or services you purchase with your Card should be addressed to the merchants or individuals from whom the goods and services were purchased.
- 19.13 Disputed transactions.** In case of disputed Card transactions, we may, subject to any restrictions under applicable law, decide not to proceed with Chargebacks at our sole discretion. Reasons for this might include:
- a. Not receiving sufficient information to determine that an error occurred.

- b. Not receiving a notification about the payment error in a timely manner.
- c. Disputes being caused by the risky nature of transactions undertaken with the Card.
- d. We have evidence that you or someone you gave your Card to, authorised the transactions in dispute.

20. When your Card expires

20.1 Your Card has an expiry date. You can only use your Card up until the expiry date which will be shown on the back of your Card and/or in the App.

20.2 We'll aim to notify you 2 months before your current Card will expire. You then may order a new Card by following the instructions on our Website or App. A replacement Card fee may apply (see [here](#)).

20.3 If you do not want your Card to be renewed, you can simply let it expire without ordering a replacement. Your Card will be deactivated, and you will not be able to use it after its expiry. You should destroy your expired Card.

21. Keep your Card safe

21.1 Keep your Card safe. Never let another person or third party use your Card and keep it safe. Memorise your PIN and never disclose this and other security information to anyone. Sharing these details can lead to unauthorised access to your Wise Account and you will be solely responsible for transaction(s) made in this situation. Wise will not be liable for any loss arising due to any such unauthorised transaction(s).

21.2 Report any suspicious incidents. If your Card is lost or stolen, you suspect that someone else knows your PIN, or if you think your Card, card number or PIN may be misused, you agree that you must stop using the Card, and immediately freeze or replace the Card. If this happens, we recommend that you both call and email Customer Support right away. You can also freeze your Card with immediate effect on our App under the Account tab. If you find the Card after you have reported it lost, stolen, or misused, you must destroy it and tell us as soon as you find it.

21.3 Your Liability for Unauthorised Card Transactions. In addition to other limitations of liability provided for under this Agreement, your liability for the unauthorised use of your Card may also be limited by Visa/MasterCard. Under the MasterCard rules, you will have no liability for a transaction that was not authorised by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to [Customer Support](#).

21.4 Under the Visa rules, you will have no liability for a transaction that was not authorised by you if you were not fraudulent or negligent in the handling of the Card, and, upon becoming aware of the unauthorised transaction, promptly notified such transaction to [Customer Support](#). This chargeback policy is subject to change without notice and changes made by Visa/MasterCard will automatically apply to you.

21.5 Disclosure of information to law enforcement authorities. If your Card is used without your permission, or is lost, stolen or if you suspect the Card may be misused, we may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

22. Card cancellation rights

22.1 Cancelling your Card. You may cancel your Card at any time with no charge by logging into your Wise Account or through the App.

22.2 We have the right to cancel your Card. Note that subject to any restrictions under applicable law, we reserve the right to cancel or suspend your Card at any time for any reason. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

MONEY TRANSFERS

23. Sending money

23.1 Information you need to provide to set up a Money Transfer. To set up a Money Transfer, you will need to provide certain information to us, including, but not limited to, the full name of your recipient, your recipient's bank account details (e.g. sort code and account number for UK accounts or the International Bank Account Number (IBAN) for payments made to non-UK accounts) or their Wise Account information and the amount and currency that you are sending.

23.2 You will need to sign into your Wise Account using all relevant passwords and prompts to carry out a Money Transfer transaction. We will view your use of all relevant passwords and prompts as the giving of your consent to us to make a Money Transfer.

23.3 Payment order limits. We may place limits on the amount you may send per Money Transfer. You can see more information in the [Help Centre](#).

23.4 Remember. When you use our Money Transfer services you might be doing business with another Wise entity depending on the currency you are sending. You will be subject to that entity's customer agreement for that Money Transfer.

24. Paying for Your Money Transfer

24.1 How to pay for your Money Transfer. To pay for your Money Transfer, you need to access your Wise Account or profile, by logging in on our Website or App or via an API Partner, and follow the steps provided.

24.2 Payment methods. You may be presented with one or more methods of paying for a Money Transfer (for example, a bank transfer, a credit or debit card or a Wise Account balance). The number of payment methods made available to you will depend on a few factors including where you live and your verification status with us. We cannot guarantee the availability of a

particular payment method and we may change or stop offering a payment method at any time without notice to you.

24.3 Payment instruments must be in your name. Any payment instrument (for example, the credit card or debit card or bank account from which you make a transfer) you use to pay for a Money Transfer must be in your name.

24.4 Paying with your debit or credit card. Where you can pay for a Money Transfer using your debit or credit card, you will need to provide your card details to us, including your card number and cardholder name. When you choose to pay with a debit or credit card, you confirm that your card details are correct, that you are authorised to access and transmit funds from your card account, that your card account is in good standing with the account-holding financial institution, and that you have the authority to initiate a debit or credit card payment in the amount at issue to or from your card account. You authorise us to initiate credits and debits to your bank account through card payment networks to process your transaction, including any applicable fees and charges, and this authorization shall remain in effect so long as you are able to use our Services, unless cancelled in accordance with this Agreement.

24.5 You need to provide us with sufficient funds, after you set up your Money Transfer, before we can process it. We are not responsible for the funds you have sent us until we have actually received them. We may only process your Money Transfer if we hold or have received sufficient cleared funds in accordance with this Agreement and the instructions provided. If you send us funds before finalising a Money Transfer order, those funds will either be placed into your Wise Account, or, if you do not have one, we will attempt to return them to you. It is your responsibility to fund your Money Transfer in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your or a third party's bank or payment service provider.

24.6 Adding Money by BACS Direct Debit. If you choose to pay for a Money Transfer using BACS direct debit feature, you will need to provide your bank login details or bank account details to us, including your bank account number and routing number. When you choose to pay using BACS Direct Debit and provide your details, you confirm that your details are correct, that you are authorised to access and transmit funds from your bank account, that your bank account is in good standing with the account-holding financial institution, and that you have the authority to initiate an electronic funds transfer in the amount at issue to or from your bank account.

24.7 When you choose to pay using BACS Direct Debit, by providing your bank account details and requesting a transaction, you authorise us to initiate electronic credits and debits to your bank account through the BACS network, including any applicable fees and charges, and this authorization shall remain in effect so long as you are a registered user with our Service unless cancelled in accordance with this Agreement.

25. Processing your Money Transfer

- 25.1 When we will complete your Money Transfer.** We will complete your Money Transfer once we have received your funds. For some payment methods such as a credit or debit card, we may send your Money Transfer as soon as possible.
- 25.2 Guaranteed rates.** We may provide you with a guaranteed foreign exchange rate for a period. We will notify you of the guaranteed rate and the period during which we are offering that rate (the “**Guaranteed Period**”) when you create your Money Transfer.
- 25.3** Guaranteed Periods are subject to the following conditions:
- a. The Guaranteed Period may be extended if your Money Transfer is created over the weekend or on a public holiday.
 - b. We must receive sufficient funds from you during the Guaranteed Period to convert your funds at the guaranteed rate. You will see when we have received your funds in your Wise Account or profile. Wise is not responsible for the failure of a third party to send your funds to us in a timely manner.
 - c. If we receive your funds after the Guaranteed Period, we will not be able to convert your money using the guaranteed rate and your transfer will become a non-guaranteed rate transfer. Accordingly, we may convert your money at the applicable exchange rate at the time we receive your money, or we may email you and ask you if you want to proceed with your transfer at the new exchange rate.
 - d. If the Wise exchange rate changes by 5% or more during the Guaranteed Period, we can, at our discretion, suspend your transfer for a reasonable period or cancel your transfer and refund the money to you.
 - e. For certain currencies, including where you are paying for a Money Transfer with Japanese Yen (JPY), the guaranteed rate will only be offered after your address has been verified by us.
 - f. We may change these guaranteed rate conditions or suspend the guaranteed rate feature at any time.
- 25.4 The Wise exchange rates.** We will confirm the available exchange rate (if applicable) for your Money Transfer:
- a. when you place your Money Transfer, if it is a guaranteed rate Money Transfer; or
 - b. when we have received your payment, if it is a non-guaranteed rate Money Transfer.
- 25.5 Chargebacks on your payment instrument.** If you selected a payment method which can be subject to chargeback (for example a credit card), you agree that you will only exercise this chargeback right if:
- a. we have breached this Agreement; or
 - b. there was an unauthorised use of your payment instrument, meaning that you did not execute or authorise the payment.

- 25.6** You agree that you will not exercise your chargeback right for any other reason, including a dispute with a recipient. If we need to investigate or take any actions in connection with a chargeback caused by or related to you, we may charge you for our costs in doing so and may deduct those costs from your Wise Account (if you have one) or limit or remove your access to our Services. See **What happens if you owe us money.**
- 25.7** **When we receive your request.** If your Money Transfer request is received by us after 5pm UK time on a Business Day or on a day that is not a Business Day (e.g., a weekend or bank holiday), your Money Transfer will be deemed received on the following Business Day.
- 25.8** **What happens after you have submitted your Money Transfer request.** Once we have received your Money Transfer request, we will provide you with a unique transaction number which you can find in your Wise Account or profile. You should quote this number when communicating with us about a particular Money Transfer or other transaction.
- 25.9** **Sending money using an email address.** If you send money to a person using an email address which is not registered with us, the money will not be credited until the intended recipient has claimed the money by following the steps set out for them in an email that they will receive. Until that process is successfully completed, there is no relationship between us and the intended recipient and the money continues to belong to you. We will refund the money to you if the intended recipient does not claim the money or if they have failed our recipient checks within a reasonable period as determined by us.
- 25.10** **Delay in transfer.** We may delay processing a Money Transfer in certain situations, including if we need to confirm that the transaction has been authorised by you, because of verification checks or due diligence reviews, or if other payments to your Wise Account have been reversed (for example, because of a Chargeback or Reversal). Wise is not responsible for such delays, where we have acted reasonably.
- 25.11** **Completion time of your Money Transfer.** The estimated completion time of your Money Transfer will be provided to you when setting up your Money Transfer.
- 25.12** **We will use reasonable efforts to ensure funds arrive at your recipient's account within the timeframe provided.** We will use reasonable efforts to ensure that the funds arrive in the recipient's bank account or payment account within the notified timeframe provided to you. We do not have any control over the time it may take for the recipient's bank or payment provider to credit and make available funds to the recipient.
- 25.13** **Refusal of your Money Transfer.** If we are unable to complete your Money Transfer, we will let you know and, when possible, the reasons for the refusal and an explanation of how to correct any factual errors. However, we are not required to notify you if such notification would be unlawful.
- 25.14** **You may cancel your Money Transfer before your funds are converted.** You may cancel your Money Transfer by following the instructions set out in

our [Help Centre](#). You cannot cancel your Money Transfer once your funds have been converted and transfer initiated.

- 25.15 When will I be notified of my scheduled Money transfer?** If you have scheduled a Money transfer in advance then we will notify you 24 hours before your upcoming Money Transfer, setting out the total fees and the estimated exchange rate for that Money Transfer. By scheduling a Money Transfer, you agree to Wise sending the funds using the exchange rate at any time on the scheduled date. If you have opted in to receiving confirmation emails, we will send you a Money Transfer receipt after successfully sending your scheduled Money Transfer.
- 25.16 You must ensure the information you provide to us is correct.** You must make sure that the information you provide when setting up a Money Transfer is accurate. If we have processed your order in accordance with the information you have provided to us it will be considered correctly completed even if you have made a mistake.
- 25.17 What happens if you provide us with incorrect information.** If you have provided incorrect information to us, we may, but are not required to, assist you in recovering your funds. We cannot guarantee that such efforts will be successful as they rely on the policies and practices of other banks and institutions. In addition, Wise may not be able to confirm that your recipient's name and account number match, as the names and other information associated with third party accounts may not be known to Wise. This means that if you provide an incorrect account number, your funds will most likely go to the wrong account.
- 25.18 Finality.** When you make a Money Transfer, the settlement and payout to the recipient are final and irrevocable unless otherwise provided in this Agreement or pursuant to applicable law.

INTELLECTUAL PROPERTY RIGHTS

26. Intellectual Property Rights

- 26.1** All rights, title and interest in and to any software (including without limitation the App, the Website, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed, provided or made available by us or our affiliates to you, including content of the Website, and any and all technology and any content created or derived from any of the foregoing ("**Wise Materials**") and our Services are the exclusive property of Wise and its licensors. The Wise Materials and Services are protected by intellectual property rights laws and treaties around the world. All such rights are reserved.
- 26.2 How you can use Wise Materials.** While you are using our Services, you may use the Wise Materials only for your personal use unless you have received written permission from us and solely as necessary to enjoy our Services. Subject to your compliance with this Agreement and your payment of any applicable fees, Wise grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access

and/or make personal use of the Wise Materials and Services. Any use of the Wise Materials and Services not specifically permitted under this Agreement is strictly prohibited. The licences granted by Wise terminate if you do not comply with this Agreement or any other service terms.

26.3 When you cannot use Wise Materials. Unless you have received written permission from us, you may not, and may not attempt to, directly or indirectly:

- a. use any of the Wise Materials for any commercial purpose or otherwise infringe our intellectual property rights.
- b. transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Services or the Wise Materials to any person or entity.
- c. remove, obscure, or alter any notice of any of our trademarks, or other Intellectual Property appearing on or contained within the Services or on any Wise Materials.
- d. modify, copy, tamper with or otherwise create derivative works of any software included in the Wise Materials; or
- e. reverse engineer, disassemble, or decompile the Wise Materials or the Services or apply any other process or procedure to derive the source code of any software included in the Wise Materials or as part of the Services.

26.4 Wise Trademarks. This is a non-exhaustive list of Wise Trademarks : “WISE”, “WISE CARD”, “WISE PLATFORM”, “WISEPLATFORM”, “WISE PAY”, “WISEPAY”, “WISEBUSINESS”, “WISE BUSINESS”, “WISETRANSFER”, “WISE TRANSFER”, “TRANSFERWISE”, “BORDERLESS”, “MONEY WITHOUT BORDERS” and any other business and service names, logos, signs, graphics, page headers, button icons and/or scripts (each as might be amended from time to time) are all registered or unregistered trademarks or trade dress of Wise or Wise’s licensors in the relevant jurisdictions (“**Wise Trademarks**”).

26.5 You may not copy, imitate, modify, or use Wise Trademarks without our prior written consent. You may use HTML logos provided by us for the purpose of directing web traffic to the Services. You may not alter, modify, or change these HTML logos in any way, use them in a manner that mischaracterizes Wise or the Services or display them in any manner that implies Wise’s sponsorship or endorsement. Further, you may not use Wise Trademarks and trade dress in connection with any product or service that is not Wise’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Wise.

26.6 All other trademarks, registered trademarks, product names and company names or logos not owned by Wise that appear in Wise Materials or in the Services are or may be the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Wise, and may not be used without permission of the applicable rights holder.

27. Wise App

27.1 The App is subject to this Agreement and the App Store and Google Play Rules. We licence the use of the App to you on the basis of this Agreement and subject to any rules and policies applied by any app store provider or operator whose sites are located at the App Store and on Google Play. We do not sell the App to you. We always remain the owners of the App.

27.2 App updates. From time to time updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.

27.3 Your right to use the App. In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use the App on your device subject to this Agreement. We reserve all other rights.

27.4 App Store terms. The following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("**Apple**"):

- a. Apple is not a party to this Agreement and does not own and is not responsible for the App.
- b. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it.
- c. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement.
- d. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Wise in accordance with this Agreement.
- e. The licence you have been granted herein is limited to a non-transferable licence to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement.
- f. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary. Notwithstanding this, our right to enter, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party, including Apple.

28. Third Party Materials

- 28.1** Certain Website, App or API functionality may contain or provide you access to information, products, services, and other materials by third parties ("**Third Party Materials**") or allow for the routing or transmission of such Third Party Materials, including via links.
- 28.2** We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website, App or API at any time. In addition, the availability of any Third Party Materials through the Website, App or API does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.
- 28.3** Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions, and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

OTHER LEGAL TERMS

29. Our responsibility for loss or damage

- 29.1 Unforeseeable loss or damage.** We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during your sign up process.
- 29.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, for fraud or fraudulent misrepresentation.
- 29.3 We are not liable for business losses.** To the extent permissible by law, if you use our Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or similar.
- 29.4 We are not liable for technological attacks.** We will not be liable for any loss or damage caused by a virus, or other technological issues or attacks or harmful material that may infect your computer equipment, computer programmes, data or other proprietary material related to your use of our Services.

- 29.5 We have no control over websites linked to and from our Website.** We assume no responsibility for such Third Party Materials or any loss or damage that may arise from your use of them.
- 29.6 Our liability to you for unauthorised payments.** In case of an unauthorised payment, we shall at your request refund the payment amount including all fees deducted by us. We may require proof that such payments were unauthorised. This shall not apply where we believe:
- a. Your Wise Account, or other personalised security features, are lost, stolen, or misappropriated. You will be liable for the first GBP 35 of any unauthorised payments if we believe you should have been aware of the loss, theft, or unauthorised use. We will not hold you liable for the first GBP 35 if the unauthorised payment was caused either by our acts or omissions, or those of a third party expressly carrying out activities on our behalf. Your liability for the first GBP 35 also does not apply to any unauthorised transactions made after you have notified us that your Wise Account or profile may have been compromised (using the details we've given you).
 - b. You have acted fraudulently.
 - c. You do not quickly notify us of security issues (e.g., loss of your password). You remain liable for losses incurred up to your notification to us.
 - d. The payment transaction was unauthorised, but you have with intent or gross negligence compromised the security of your Wise Account or profile or failed to comply with your obligations to use your Wise Account or profile in the manner set out in this Agreement. In such a case you shall be solely liable for all losses; or
 - e. You don't let us know about the unauthorised or incorrectly completed transaction within 13 months from the date of the payment transaction.
- 29.7** You are responsible for checking your Wise Account or profile regularly. We rely on you to regularly check the transactions history of your Wise Account or profile and to contact [Customer Support](#) immediately in case you have any questions or concerns.
- 29.8 We are not liable for certain losses.** You are solely responsible for losses arising from your gross negligence or fraud. We also will not be liable in the following instances:
- a. If through no fault of ours, you do not have enough funds available for your Money Transfer or in your Wise Account to complete the transaction.
 - b. If a merchant refuses to accept your Card.
 - c. If an ATM where you are making a cash withdrawal does not have enough cash.
 - d. If an electronic terminal where you are making a transaction does not operate properly.

- e. If access to your Card has been blocked after you reported your Card lost or stolen or if Wise has reason to believe that your Wise Account was compromised.
- f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use.
- g. If the requested transaction is unauthorised as defined in this section of this Agreement.
- h. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken.
- i. Any other exception stated in this Agreement.

29.9 We are not liable for things which are outside of our control. We (and our affiliates) cannot be liable for our inability to deliver or delay because of things which are outside our control.

29.10 You are liable if you breach this Agreement or applicable laws. In the event of loss, claims, costs, or expenses (including reasonable legal fees) arising out of your breach of this Agreement, any applicable law or regulation and/or your, or any Authorised User's use of our Services, you agree to defend, compensate us and our affiliates and hold us harmless. This provision will continue after our relationship ends.

29.11 What happens if you owe us money. In the event you are liable for any amounts owed to us for whatever reason, we may immediately deduct such amounts from your Wise Account (if available). If there are insufficient funds in your Wise Account to cover your liability or you do not have a Wise Account, you agree to repay the outstanding amount to us immediately on demand along with any applicable fees and interest. If you do not repay the outstanding amount, then, without prejudice to any other rights we may have, we reserve the right to collect your debt to us by using any payments received for our Services in the future (such as to fund a Money Transfer or your Wise Account), and otherwise you agree to reimburse us through other means. We may also recover amounts you owe us through other collection avenues, including, without limitation, using a debt collection agency. We may recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

29.12 Release. If you have a dispute with any other Wise Account holder or a third party that you send money to or receive money from using the Services, you release Wise from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. This means that you must use caution when dealing with third parties when using our Services.

29.13 In entering this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

29.14 Disclaimer of Warranty. The Services are provided “As-Is” “Where Is” and “Where Available” and without any representation or warranty, whether express, implied, or statutory. Wise specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We disclaim all warranties with respect to the Services to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement, and title.

29.15 Availability of Services. We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of our Service without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

30. Our right to make changes.

30.1 We may change this Agreement by giving you at least two (2) months’ prior written notice. This notice will be provided either by email or displaying a notice in the App or in our Webpage. If we do this, you can terminate this Agreement immediately by closing your Wise Account or profile and ceasing use of our Services during the notice period (see section “**Closing your Wise Account or stopping your use of our Services**”). If we do not hear from you during the notice period, you will be considered as having accepted the proposed changes and they will apply to you from the effective date specified on the notice.

30.2 In some instances, we may change this Agreement immediately. Notwithstanding section 33.1, changes to this Agreement which do not require two months’ notice or are (1) more favourable to you; (2) required by law; (3) related to the addition of a new service, extra functionality to the existing Service; or (4) changes which neither reduce your rights nor increase your responsibilities, will come into effect immediately if they are stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

31. Complaints

31.1 If you have any complaints about us or our Services, you may contact us following our [customer complaint procedure](#).

32. General but important terms

32.1 No Third Party rights. This Agreement is between you and us. Except as expressly provided in this Agreement (for example in the App Store terms), no other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end or make any changes to this Agreement.

- 32.2 Assignment.** You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all your rights and obligations under this Agreement (including the Wise Account) without our prior written consent. We reserve the right to transfer, assign or novate this Agreement (including the Wise Account) or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Wise Account under section 7.
- 32.3 Severability.** Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 32.4 Enforcement.** Even if we delay in enforcing this Agreement, we can still enforce it later. If we delay in asking you to do certain things or taking certain action, it will not prevent us from taking steps against you at a later date.
- 32.5 Entire Agreement.** This Agreement supersedes and extinguishes all previous agreements between you and Wise, whether written or oral, relating to its subject matter.
- 32.6 Governing law.** This Agreement is governed by English law. Any dispute between you and us in connection with the Services and/or this Agreement shall be brought in the courts of England and Wales.