

1 About Us

- 1.1 Fire Financial Services Limited (trading as fire.com and fire) is authorised by the Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN, United Kingdom. Fire Financial Services Limited is authorised as an Electronic Money Institution pursuant to the Electronic Money Regulations 2011 (as amended by the Payment Services Regulations 2017) with FCA reference number 900983. Further information on these regulations is available at www.fca.org.uk
- 1.2 Our registered office is the Rise London, 41 Luke Street, Shoreditch EC2A 4DP, United Kingdom and our company registration number is (11549793).

2 About this Agreement

- 2.1 These Terms and Conditions (V1.0) set out our obligations and the terms on which you, the customer, can use the Personal Account and debit card. These Terms and Conditions, our Privacy Statement and Fees and Charges Statement constitute the entire Agreement between you and us. Any additional service that you request from us will be subject to a separate agreement that you will be required to review and accept prior to using such service.
- 2.2 To open your Personal Account, you must review and agree to be bound by this Agreement.
- 2.3 Certain words and phrases used throughout these Terms and Conditions are defined in Section 16.
- 2.4 **Applicable law to this Agreement**
 - 2.4.1 This Agreement and any disputes, claims or proceedings arising out of or in any way relating to it shall be governed by the laws of the United Kingdom. The courts of the United Kingdom shall have jurisdiction for the purpose of any proceedings, except where European Union legislation and local laws requires a specific dispute to be resolved by the courts of another jurisdiction.
- 2.5 **Important information about the Agreement**
 - 2.5.1 If a condition of this Agreement is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that condition will be given no effect and will be treated as though it were not included in this Agreement. The remaining conditions of this Agreement will not be affected.
 - 2.5.2 This Agreement does not create a partnership between you and us. You have no authority to bind, to contract in the name of, or to create liability for us in any way for any purpose. You shall always present yourself as a separate entity from us.
 - 2.5.3 No person other than the parties to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
 - 2.5.4 This Agreement constitutes the entire agreement between you and us with respect to the Services and supersedes and replaces any and all prior agreements.
 - 2.5.5 Any delay or failure by a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
 - 2.5.6 The rights and remedies available to us in this Agreement are cumulative and are in addition to any other right or remedy available to us at law or in equity.
- 2.6 **Cancellation**

You may cancel this Agreement within 14 days of the initial opening of your Personal Account, being the day you agreed to accept these Terms and Conditions, you may do so without giving a reason and without incurring charges (if any) or penalties. Contact our Support Team as set out in the communicating with us section if you want to cancel this Agreement. Details on closing your account are outlined in section 13.

2.7 Changes to the Agreement

- 2.7.1 This Agreement may change from time to time. We will give you at least two months' notice of any proposed change by e-mail and by posting a notice on our Website. However, if the change is to your benefit or if a change is optional, we may make these new features available sooner than two months and notify you accordingly.
- 2.7.2 If you object to the proposed change, you have the right to end your Agreement with us (and consequently close your Personal Account) before the proposed change comes into effect without incurring any charge. To do so, you must give us written notice and email it to our Support Team. You will however be responsible for all transactions and charges incurred by you up to the date this Agreement terminates.
- 2.7.3 Unless you object to the change we propose, the proposed change will take effect on the date identified in our communication to you and the terms of this Agreement will be amended accordingly.
- 2.7.4 Your continued use of your Personal Account following the effective date of the relevant changes to these Terms and Conditions will constitute your acceptance of the revised Terms and Conditions.

3 Communicating with us

- 3.1 All communications between us will be in English and will be carried out through the Fire App, SMS text, e-mail or phone. You may contact us at any time by sending an email to our Support Team at support@fire.com or write to us at our registered address stated above. You can also obtain a copy of these Terms and Conditions from our Support Team and from the Website.
- 3.2 We are not liable to you, if due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by persons other than you.

4 How the Personal Account works

- 4.1 A Personal Account allows you to make and receive payments by bank (credit) transfer in the currencies in which you have a e-Money wallet. You may also make Fire Payments to and from and have conversations with other Fire Users. You can top up your Personal Account by either bank (credit) transfer or debit/credit card. Subject to limits on your Personal Account, you may make payment via Direct Debit, execute currency conversion and avail of a debit card.
- 4.2 You must ensure that there are sufficient funds in your Personal Account to meet your requirements. We do not provide credit. There is no overdraft facility on the Personal Account. We may debit your Personal Account with all amounts and charges for which you are liable. We do not provide chequebooks or individual cheques. We do not accept payments by cheque or cash deposits into a Personal Account. Interest is not paid on amounts held in a Personal Account.
- 4.3 You may not assign or transfer your Personal Account to a third party or otherwise grant any third party a legal or equitable interest over it without our specific written permission.
- 4.4 You can only use your Personal Account for your personal use and not for Business Purposes. If it is determined that your Personal Account is being used for Business Purposes we reserve the right to retrospectively apply appropriate Fees and Charges for all business related activity.
- 4.5 Personal Accounts are operated and maintained in accordance with the Electronic Money Regulations 2011 (as amended by the Payment Services Regulations 2017) for the issuing of e-Money and related payment services. The funds in your Personal Account are segregated at all times from our assets and we will not invest them, lend them to third parties or use them for any operating purposes. Your relevant funds are safeguarded with regulated Financial Institutions.
- 4.6 Personal Accounts do not fall under the remit of the Financial Services Compensation Scheme (FSCS).

4.7 How to access our Services

- 4.7.1 To open a Personal Account, you must have a Mobile Device with the Fire App installed, be a resident in the United Kingdom and complete the Personal Account opening process via our Fire App . You must be 16 years of age or older to open and operate a Personal Account. Vulnerable Consumers or their carers or guardians should contact us at support@fire.com prior to opening a Personal Account.
- 4.7.2 We reserve the right to amend our eligibility criteria from time to time, without notice. We reserve the right to decline to open a Personal Account without providing an explanation.
- 4.7.3 To comply with applicable anti-money laundering legislation, we will require you to provide us with certain personal documents and information. We will let you know what we need and we reserve the right to request whatever information and documentation we believe is necessary to meet our statutory obligations when you open a Personal Account and at any time after the Personal Account has been opened. If you do not provide the information and documents we require we will not provide Services to you and we may restrict the functionality and limits on your Personal Account at any time. Details of the documents and other information we require are available in the FAQ section of the Website.
- 4.7.4 You must own an Apple or Android smart phone and when installing the Fire App you will be asked to provide security details including a password and a Fire App Access Code. Your password and Access Code must be treated as strictly confidential and you must take all reasonable steps to keep them safe and secure. See section 10 on keeping your account safe for more details about preventing your password and Access Code from being known by others.

4.8 Availability of our service

We endeavour to provide our service 24 hours per day, however the Service will be unavailable on certain occasions for essential maintenance. We make every effort to minimise any disruption to the Service during system maintenance and system upgrades, and all planned maintenance is scheduled outside of Business Hours. Furthermore, while we endeavour to provide currency conversion 24 hours per day, there may be occasions when this service is not available.

5 Debit Card

- 5.1 If you have opted to use the debit card in conjunction with the Personal Account, then this section is applicable to you.
- 5.2 Subject to your completion of a full validation on-boarding process, you may apply for a Fire debit card. We may agree to issue you with a debit card if you request one or to renew or replace your existing card. We are under no obligation to accept your application for a debit card.
- 5.3 We will renew your debit card when your card expires and replace it when it is lost, stolen or damaged subject to payment of the relevant fee.
- 5.4 Debit cards remain the property of Fire Financial Services Limited.
- 5.5 **Delivery of the debit card/use of PIN**
- 5.5.1 The debit card will be sent to you by post. On receipt of the debit card, you must sign immediately at the appointed place on the debit card. It is for your sole use. You must not give your debit card or debit card PIN to a third party.
- 5.5.2 You will need to set a debit card PIN in the Fire App so that you can use your debit card in retailers, online and in ATMs. This must be kept safe and you must not reveal it to anyone else. See section 10 on security for more details about preventing your Access Code, password and PIN from being known by others.
- 5.5.3 If the PIN for the debit card is entered incorrectly three times in succession the debit card will be suspended. In such case you should contact us. Section 10 provides more details on the procedure for reporting lost or stolen cards.

5.6 Cancelling your debit card

- 5.6.1 To cancel your debit card please contact support@fire.com. If in possession of your debit card, you must immediately destroy it by cutting through the magnetic stripe and chip.
- 5.6.2 You will not be able to use your debit card if we have cancelled it. You will need to ask us to replace it.

5.7 Term of the debit card

- 5.7.1 The validity of the debit card shall end upon expiry month printed on the debit card in the year stipulated on the card. You must destroy the debit card after it has expired as stated above in section 5.6.1.

5.8 Debit Card purchases and withdrawals

- 5.8.1 You can use your debit card to access funds in your account. Your debit card is linked to your Personal Account(s) so if you use your debit card in a currency in which you have a Personal Account (sterling and euro), it must have sufficient funds. All other currencies will be converted to sterling. See the Fees section of the Website for more information.
- 5.8.2 If you use your debit card to make purchases online, you may be asked to provide extra security information to authenticate the payment. If you fail to provide the correct security information, your payment will be refused.
- 5.8.3 As soon as a transaction is authorised this cannot be cancelled. We will deduct the value of your transaction from the balance on your account at the time of the transaction. At the same time, we will deduct any fees that apply to the transaction. See the Fees section of the Website for more information.
- 5.8.4 If a transaction is made using your debit card with PIN, contactless payment or by using 3D secure you agree that the transaction was made by you, unless we are otherwise informed the transaction was unauthorised as set out in 7.4
- 5.8.5 Some retailers will apply for a Pre Authorisation for a payment when you use your debit card (for example, if you hire a car or book a hotel room). In instances such as this, we will hold the amount of funds agreed by you and we will release those funds back to you when we receive notification to do so.

5.9 Spending limits on the debit card

- 5.9.1 There will be maximum daily Limits on card usage. You can find details of the Limits on your Personal Account in the Limits section of your Fire App.

6 Direct Debits

- 6.1 If you use Direct Debits in conjunction with the Personal Account, then this section is applicable to you.
- 6.2 Direct Debits are available on accounts and in the currencies as specified in the FAQ section of our Website. Direct Debits will be enabled on your Personal Account by default in the currencies in which Direct Debits are available.
- 6.3 You may disable payments by Direct Debit on specific Personal Accounts by logging into the Fire App and selecting the option to disable Direct Debits on a specific account.
- 6.4 To set up the Direct Debit, you must authorise a Direct Debit Instruction from the Originator (biller). The payment will be debited from your Personal Account when we receive the request from the Originator's bank for the payment. These payments can be one-off or recurring.
- 6.5 You must have sufficient funds in your Personal Account to pay the Direct Debit payment. A Direct Debit payment will be returned unpaid where there are insufficient funds in your Personal Account.
- 6.6 **Cancelling a Direct Debit Instruction**
 - 6.6.1 Under the Direct Debit Guarantee Scheme, you may cancel a Direct Debit Instruction by logging into the Fire App and select the Direct Debit Instruction to cancel. A Direct Debit Instruction can be cancelled at

any time. If you cancel the Direct Debit Instruction after the payment is made, we will not be liable to you or anyone else for any loss or expense which results.

6.6.2 When you cancel a Direct Debit Instruction, any agreement you have with an Originator does not change. We have no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.

6.7 Rejecting Direct Debit payments

6.7.1 To reject an individual Direct Debit payment, log into the Fire App before the Direct Debit payment is due and select the option to cancel this specific Direct Debit payment. Rejecting an individual Direct Debit payment does not cancel the Direct Debit Instruction you have in place with the Originator. You may only reject a Direct Debit payment when it has been presented to us for payment and it is pending.

6.8 Refunds

6.8.1 To request a refund of a Direct Debit payment, contact our Support Team at support@fire.com. You may be required to provide supporting documents.

6.8.2 We have no duty to you in relation to goods or services supplied by an Originator.

7 Payments

7.1 Making Personal Account payments

7.1.1 All payment (other than debit card and Direct Debit payments) instructions from your Personal Account must be made via the Fire App. You must authorise each instruction before we can process it. We will not be responsible if you send money to the wrong recipient. A payment cannot be cancelled or reversed by you once it has been authorised by you.

7.1.2 You can view a history of your account and the unique reference for each transaction via the Fire App at any time.

7.2 Timing

7.2.1 Payments between Personal Accounts are made immediately and are carried out in real time. All lodgements, withdrawals and credit transfers to/from a non-Fire Personal Account will be processed as soon as possible on the same Business Day, once the transfer details are received before the applicable cut-off time. If we receive the transfer details after the cut-off time, or on any Non-Business Day, the payment will be processed on the next Business Day. Details of the cut off times are available in the FAQ section of the Website. Where a Personal Account is topped up by card, funds are applied in real time.

7.3 Liability

7.3.1 We shall not be liable for any Underlying Transaction between you and the party receiving or making the relevant transaction. Nor shall we be responsible or incur any liability for any incorrect transactions effected by us as a result of being provided with incorrect information, for example an incorrect sort code, account number, BIC or IBAN. In such circumstance, we will make all reasonable efforts to recover the funds involved in such transactions and we may charge our reasonable costs incurred in attempting to recover the funds on your behalf.

7.3.2 If we, in error, debit or credit an incorrect amount to your Personal Account, we will, on discovering the error, make any necessary correcting entry on the Personal Account without reference to you. If there are insufficient funds in your Personal Account to make the correction, we shall notify you and you agree to promptly repay such amount to us.

7.3.3 If your account is credited incorrectly by a third party, we are obliged, if requested, to share your payment details with the sender so that the payer can recover the funds directly.

7.3.4 Where you top up your Personal Account by card, you acknowledge that these funds may be reversed at a later time in the event of a Chargeback or insufficient funds. Accordingly, you authorise us to initiate recovery of the full amount of the top up plus any fees incurred.

7.4 Unauthorised payments

7.4.1 In case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall immediately refund the payment amount including any fees charged in relation to it. This shall not apply in the following circumstances:

- a) Where an unauthorised payment arises from your failure to keep the security features linked to your Personal Account and debit card safe you shall remain liable for the first £35 (as applicable for the currency of your Personal Account);
- b) If there is undue delay in notifying fire of any loss of your debit card, password, Access Code or PIN or other event that could reasonably be expected to have compromised the security of your Personal Account after you have gained knowledge of such event in which case you shall remain liable for all losses incurred up to your notification to us. We will normally consider that there has been undue delay on your part if you fail to notify us within one (1) Business Day of the relevant information being made available to you;
- c) Where the transaction was unauthorised but where you have acted fraudulently, or you have compromised the security of your Personal Account or debit card with intent or gross negligence in which case you shall be solely liable for all losses; or
- d) If you fail to bring the unauthorised or incorrectly executed transaction to our attention within 13 months from the date of the transaction.

8 Limits

8.1 To ensure the safe operation of your Personal Account and debit card we will set transaction and service Limits at our sole discretion and these may change without notice. You can find details of the Limits on your Personal Account in the Limits section of your Fire App.

9 Fees and Charges

9.1 Fees and Charges will be as stated in our Fees section of the Website. It is important that you check them as they form part of this Agreement.

9.2 We will deduct any applicable Fees and Charges from the Personal Account as they are incurred.

9.3 If currency conversion is requested and available, the exchange rate is displayed (to four decimal places) on a real time basis in our Fire App. Rates are currently supplied by The Currency Cloud Limited (FCA Reference Number: 900199) and the rates may be aggregated from a variety of sources. There is no guarantee that the rates offered match any particular benchmark. Any change in an exchange rate will apply immediately and without notice. When you request currency to be converted, be aware the exchange rate may differ between the time you view the rate and the time you authorise the conversion to be processed. We will not be liable to you for any such change.

9.4 The minimum amount which can be converted can be found in the Fees section of the Website. You must have Personal Account(s) in both currencies to facilitate currency conversion.

10 Security

10.1 It is your responsibility to keep your debit card, Mobile Device, login details (login, password, Access Code and PIN) safe at all times. If Your Mobile Device or debit card is lost or stolen, you should immediately log in to the Fire App or the web application and disable the device in the case of a lost mobile and set the debit card status to "blocked" in the case of a lost or stolen card. You should also contact our Support Team via email straight away. Any undue delay in notifying us may not only affect the security of funds held on your Personal Account but may result in you being liable for all losses as a result.

- 10.2 Your mobile number is connected to your personal account, if you change your registered mobile phone number, you will need to close your Personal Account and open a new Personal Account with your new mobile phone number.
- 10.3 If you know or suspect that your Access Code, PIN/login details are known by someone else, you should change your Access Code, password/PIN and you must contact our Support Team immediately. Any undue delay in notifying us may not only affect the security of your funds held on your Personal Account but may result in you being liable for any losses as a result.
- 10.4 If you are in doubt whether a communication or request is genuine, you should contact our Support Team at support@fire.com. If you suspect that your Personal Account has been accessed by someone else, or your password, Access Code and PIN have been lost or stolen, you should also contact the relevant authorities and report the incident.
- 10.5 If you identify fraud or any security threats on your Personal Account, you should notify us immediately by contacting our Support Team at support@fire.com
- 10.6 The Security Details are used in the following way:
- The Password is used in conjunction with your email address to sign into your Personal Account;
 - The Access Code is used to authorise some actions;
 - In addition, 2 factor authentication is required for some actions;
 - Your debit card PIN is used to authorise CHIP and PIN card transactions.
- 10.7 We retain the right to refuse to process a payment transaction. We may also block a specific transaction if your debit card or Personal Account is being used inappropriately/fraudulently or for security reasons. If we do, unless we are prohibited by law to do so, we will give you notice of the refusal or block by email. If possible, we will provide the reasons for the refusal or block and where practicable, the procedure to follow to correct the situation or remove the block if the reasons for blocking no longer exist. You can contact the Support Team should you have any queries about the status of a payment transaction.

11 Usage of your data

- 11.1 Your Personal Data will be held, in accordance with applicable Data Protection Legislation and any other relevant legislation with record keeping requirements with which we must comply.
- 11.2 fire.com, consisting of two entities, Fire Financial Services Limited (registered in Ireland and authorised as a Payment Institution by the Central Bank of Ireland) and Fire Financial Services Limited (registered in the UK and authorised as an Electronic Money Institution by the Financial Conduct Authority) process personal data independently. All personal data can be accessed and used by both entities, the Privacy Statement provides more detail on the measures taken to keep personal data safe.
- 11.3 For the purposes of providing our service to you we may share your personal information with contracted third parties e.g. banks and other firms external to us. Contracted third parties are obliged to ensure that your personal data is securely managed, at all times and will only use this data in line with our specific instructions.
- 11.4 In order to meet our legal obligations, we may share your personal information with authorities both within the UK, Ireland and abroad to prevent money laundering, terrorism and fraud.
- 11.5 You authorise us to send SMS messages on your behalf in your name and/or mobile number, where the payment service you are using requires this data.
- 11.6 When sending a payment to a non-Fire Personal Account, such as a credit transfer, personal data will be included in accordance with the requirements of the associated Clearing Network, which may include your name, address and additional personal details.

11.7 The Personal Account allows for personal messages and profile images to be sent to other Fire Users and to be added to payments and Payment Requests. We will not be responsible for the content of messages or images you send or receive from others.

11.8 Accessing and updating your data

11.8.1 You can manage the personal information that will be shared with other Fire Users in the settings section in your Fire App.

11.8.2 If your name or contact details change you must notify us. We will not be responsible if we fail to contact you because you have not provided us with your latest details. EU Data Protection Legislation provide you with rights with regard to your personal data. Detail of these rights are available in our Privacy statement.

11.8.3 Please read our Privacy Statement available on the Website for further details on our obligations and your rights.

11.9 Fire App

11.9.1 The Fire App is dependent on the smartphone used by you which is obtainable over third-party platforms, which are the Apple App Store or Google Play Store . Installation of the Fire App assumes a prior registration in the app store. We have no influence on the collection, processing and use of Personal Data by the relevant app store operator. These are the only responsible authorities in this regard.

12 Complaints

12.1 Any complaints should be addressed to us in the first instance by contacting our Support Team at support@fire.com. Your complaint will be handled in accordance with our complaints procedure, a copy of which is available on the fire.com website or can be provided to you upon request.

12.2 If your complaint is not resolved to your satisfaction, you may contact the Financial Ombudsman Service Exchange Tower, Harbour Exchange, London, E14 9SR, United Kingdom. For additional contact details you may visit the website at <http://www.financial-ombudsman.org.uk/>

13 Closing/suspension of your Personal Account

13.1 You may close your Personal Account at any time by contacting our Support Team at support@fire.com You must first withdraw the outstanding balance (if any). Once closed, you cannot re-open your Personal Account but you can open a new Personal Account.

13.2 We may close your Personal Account or any Service associated with it on giving you two months’ prior notice.

13.3 We may at any time suspend or close your Personal Account without notice or explanation where:

- a) You breach any condition of the Agreement or any other condition applicable to specific services covered by separate Terms and Conditions;
- b) You violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our Services; or
- c) We have reason to believe that you are in any way involved in any fraudulent activity;
- d) We reasonably believe that your Personal Account has been compromised or for other security reasons; or
- e) We reasonably suspect your Personal Account to have been used or is being used without your authorisation or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

13.4 Prior to closure of your Personal Account, we will initiate the return of any funds in your Personal Account to a nominated account through a Faster Payment or SEPA Credit Transfer, in accordance with your instructions. This condition may be invoked if there is a claim against these funds.

14 Intellectual Property

- 14.1 The intellectual property rights in all data, information, systems, processes or other material used by or developed by us for the purposes of providing the Fire Services and Fire App or performing our obligations under the Agreement shall remain vested, or upon their creation vest, in us or our licensors. You shall use such material only for the purpose of receiving the Services, as contemplated by the Agreement.
- 14.2 The intellectual property rights and contents of the Fire App, debit card and Website are owned by us or our licensors. Reproduction of part or all of the contents of the Fire App in any form is prohibited without our prior consent. You will promptly notify us of any infringement or threatened infringement or of any challenges to validity or ownership of any Intellectual Property or other right of ours of which you become aware and will provide reasonable assistance to us at our expense, in connection therewith.
- 14.3 When using the Fire App or accessing your Personal Account via the website, you must not perform any illegal actions or breach any applicable laws.

15 Force Majeure

- 15.1 We will not be liable for any failure, interruption or delay in the performance of our obligations under this Agreement, in whole or in part, if such delay or failure is due to an event that is a Force Majeure.

16 Definitions

Account Information Service Provider or **AISP** means a Payment Service Provider that with your permission can access your Personal Account information in order to view all your accounts with different financial providers in one place;

Access Code is the numeric code you assigned during the registration process to access the Fire App on your smart phone.

Agreement means the legal agreement between you and us, and includes these Terms and Conditions, our current Privacy Statement, Fees and Charges and any additional terms and conditions for other services as are notified to you from time to time;

ATM means Automated Teller Machine;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in the UK, where in relation to execution timeframes in respect of a payment to a Personal Account with another bank, a day on which the payee's bank is also open for business. A Non-Business Day shall be construed accordingly;

Business Hours mean 9:00am to 5:00pm GMT on a Business Day;

Business Purposes means activity connected to User's trade, business or profession;

Chargeback means a challenge to a card payment that a Personal User files directly with his or her card issuer;

Clearing network shall mean an electronic clearing system in which payment transactions are exchanged among financial institutions, e.g. STEP2 SEPA Credit Transfer (SCT) Service, Faster Payments Scheme Limited, Bacs Direct Credit Scheme;

Data Protection Legislation means Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2011;

Direct Debit Instruction means an instruction from you to us, authorising a biller to collect variable or fixed amounts from your Personal Account;

e-Money Wallet means an electronic wallet created by Fire, to hold e-Money as a part of the Personal Account functionality;

e-Money means an electronic payment product representing monetary value held electronically;

FAQ means the information on our services as provided on our website under the Frequently Asked Questions section;

Fire App means the Fire Personal application available on the Apple App Store and Google Play Store which allow you to set up and access your Personal Account;

Fire Payment means an internal transfer to another Personal User or Business User;

Force Majeure means any event which is outside our reasonable control, including the unavailability or faulty performance of communication networks or energy sources, any act of God, any act or omission of governmental or other competent authority, fires, strikes, industrial dispute, riots, war, civil unrest, revolution, act of terrorism, inability to obtain materials, embargo, refusal of licence, theft, destruction, denial of service attacks, unauthorised access to computer systems or records, programs, equipment, data, or Services, breakdown of plant or machinery, flood or other adverse weather conditions;

Intellectual Property means patents, registered designs, trademarks, service marks, design rights and database rights (whether registerable or otherwise), applications for any of the foregoing, copyright (including copyright in source code, object code, procedures manuals and related documentation), know-how, trade or business names and other similar rights or obligations, whether registerable or not in any country (including the United Kingdom and Ireland) and all rights of a similar or corresponding character subsisting anywhere in the world;

Limits means the transaction, service, account, card, lodgement, payment and withdrawal limits set by us at our sole discretion as provided for in Section 8 & 9;

Mobile Device means an Android or iOS device meeting the minimum requirements for the Fire App;

Originator means a biller authorised to take payments from accounts using a Direct Debit Scheme;

Password means the secret word that must be used to access the Services;

Payment Request means an instruction from one Fire User to another Fire User requesting payment;

Payment Service Provider means a company that offers payment, account and/or information services;

Personal Account means one or more Personal Account(s) provided by us and used to access the Services. The Personal Account may also include a Debit Card provided by us to access related services.

Personal Data means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data processor;

Personal User means a user of the Personal Account that is acting on their own behalf for purposes other than their trade, business or profession;

PIN means the four (4) digit security code you enter when using your debit card;

Payment Initiation Service Provider or PISP means a Payment Service Provider that with your permission can initiate payments from your Personal Account;

Pre Authorisation means a temporary hold of a specific amount of the available balance on your debit card when booking for example a hotel or car hire etc;

Privacy Statement means the Privacy Statement set out on our Website which sets out how we collect, use and share Personal Data;

Profile means all personal and contact information about a User;

Services mean the services provided by us to you covered by this Agreement as outlined in section 4.1;

Support Team means the Fire Support Team, which you can reach by sending an email to support@fire.com. The Support Team is available between 9:00 and 17:00 (UK Standard Time) each Business Day;

Terms and Conditions means the terms and conditions for the Personal Account (s) as set out in this document and as amended from time to time;

Third Party Provider or TPP means either an Account Information Service Provider (AISP) which provides account information services only or a Payment Initiation Service Provider (PISP) which provides payment services only;

Underlying Transaction shall mean any contract or deal between you and a third party, e.g. for the supply of goods and/or services;

User means you the person who holds a Personal Account;

You and **your** shall mean you, the User or any TPP authorised by you to access the Personal Account;

Vulnerable Consumer or person means a natural person who has the capacity to make his or her own decisions but who, because of individual circumstances, may require assistance to do so (for example, visually impaired); and/or has limited capacity to make his or her own decisions and who requires assistance to do so (for example, persons with intellectual disabilities or mental health difficulties);

We, Us, Our means Fire, Fire Financial Services Limited, fire or fire.com;;

Website means our website available at <http://www.fire.com>