

MODULR DELEGATE TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY

The Modulr Account is an online account that allows payments to be made from the Modulr Account to employees and suppliers through Sage software (“**Modulr Payment Service**”). We understand that you would like to refer your clients (“**Clients**”) to the Modulr Payment Service and use their Modulr Accounts as an authorised user in order to provide services to your Clients as instructed by your Clients (“**Client Services**”).

Please see the information set out below which explains how to use the Modulr Payment Service together with the applicable terms and conditions.

How to use the Modulr Payment Service

Your Clients will use your Sage account reference number in order to apply for a Modulr Account; this will allow you to link your Client’s data sets including payee information (held within your Sage Accounts and Payroll software) to their Modulr Account following account activation.

Once your Client’s Modulr Account is active, they will add you as a user to their Modulr Account using your postcode and your account reference number (found at the top of any invoice from Sage). Your client is responsible for making you aware of your responsibilities as a user of their account and you can request a copy of their Client terms and conditions from your Client if they have not already shared with you.

As a delegate, you will be set up on the Modulr platform with a minimum of one administrator, you will then have the ability to set up subsequent users from your organisation with individual permission levels. When your Client links you to their account they will manage the level of permission granted to you as a user. The permission granted to the user on any Client account will be the lesser of that which is set within the delegate’s organisation and that which the client sets. Permission levels can be viewed and amended within the Modulr Payment Service.

Terms and Conditions

Modulr FS Limited (“**Modulr**”, “**we**”, “**us**”, “**our**”) hereby agrees to permit you (the delegate) to use and access the Modulr Account of your Clients, subject to the following terms and conditions:

1. You acknowledge and agree that you are not a customer of Modulr which means that you do not have any control of or input into your Client’s application for a Modulr Account; the on-boarding process that your Client undertakes as part of our application process; or your Client’s Modulr Account or relationship with Modulr. All applications are subject to our approval.
2. You acknowledge and agree that you have a direct contractual relationship with your Clients in respect of the Client Services. You further acknowledge and agree that you (and not us) are fully responsible for your contractual obligations to your Clients under that contractual relationship.
3. We acknowledge and agree that you shall be entitled to use and access the Modulr Account as an authorised user of your Clients’ Modulr Accounts on a limited basis only for the purposes of providing the Client Services. You shall only be permitted to use the Modulr Payment Service (where granted access to your Clients’ Modulr Account by your Clients) to provide the Client Services to submit and

approve payees and payment instructions to Modulr Payment Service on behalf of and in accordance only with the instructions of your Client (“**Account Approver**”). You are not permitted to, and you agree not to, use the Modulr Payment Service in any other way, including without limit, to manage your Client’s Modulr Account as an Account Administrator.

4. You agree not to make any commitment, representation, guarantee or warranty to your Clients or any other third party regarding the Modulr Payment Service (including the performance or functional characteristics of Modulr Payment Service) which is inconsistent with or beyond those expressly contained in these terms and conditions.
5. We reserve the right to withdraw our permission to allow you to use your Clients’ Modulr Accounts as an authorised user and to remove your access at any time on reasonable written notice to you.
6. We shall not be liable to you whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - a. any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information; or
 - b. any special, indirect, incidental or consequential loss, costs, damages, charges or expenses,that you may suffer arising under or in connection with these terms and conditions or as otherwise as a result of you using Modulr Payment Service to provide the Client Services.
7. These terms and conditions and the Modulr Payment Service Documentation constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
8. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England for all purposes connected with these terms and conditions, including the enforcement of any award or judgement made under or in connection with it.

By completing our on-boarding process you hereby confirm that you:

- **You are authorised to accept these terms and conditions on behalf of the business entity which you represent; and**
- **You accept and agree to fully comply with these terms and conditions.**