



YOLT AIS / PIS TERMS AND CONDITIONS

THESE YOLT TERMS ARE APPLICABLE TO THE ACCOUNT INFORMATION SERVICES AND PAYMENT INITIATION SERVICES THAT ARE MADE AVAILABLE AS PART OF THE SERVICE YOU ARE USING

THESE SERVICES ARE MADE AVAILABLE TO YOU

IN THE UNITED KINGDOM BY: YOLT TECHNOLOGY SERVICES LIMITED

IN THE EUROPEAN ECONOMIC AREA BY: ING BANK N.V. AND YOLT TECHNOLOGY SERVICES B.V.

1. YOLT TERMS

- 1.1 By installing the Yolt Client Service and using our services, you agree to be bound by:
 - 1.1.1 these terms of use ("**Yolt Terms**"); and
 - 1.1.2 the Yolt Privacy Policy.
- 1.2 Please review these documents carefully before you accept them. If you do not agree to these Yolt Terms you are not permitted to use the Yolt Services.
- 1.3 You can only use Yolt Services if you are 18 years or older. By using the Yolt Services, you confirm that you are 18 years or older.
- 1.4 These Yolt Terms will apply to the relationship between Yolt and you in respect of the period from when you first download the *Yolt Client Service*, until you delete it and cease to be registered for the Yolt Services. You should also be aware of any separate terms and conditions relating to your use of the Yolt Client Service.

2. THE YOLT SERVICES

- 2.1 The "**Yolt Client Service**" or "**Service**" means the software application and services as provided to you by our business-to-business client (the "**Service Provider**").
- 2.2 The "**Yolt Services**" means

In the EEA:

- 2.3 The services delivered by ING Bank N.V. and Yolt Technology Services BV under the Yolt brand and tradename ("**Yolt**" or "**YTS**" hereafter for users of the Yolt Services in the EEA):
 - 2.3.1 **By ING Bank NV:** the functionality to offer account information services and payment initiation services;
 - 2.3.2 **By Yolt Technology Services BV:** the functionality that will converse your account information in an overview of financial insights that Your Service Provider can use for its business purposes;
 - 2.3.3 as both may be distributed and made available through the Yolt Client Service.

In the UK:

- 2.4 The services delivered by Yolt Technology Services Limited under the Yolt brand and tradename ("**Yolt**" or "**YTS**" hereafter for users of the Yolt Services in the UK):
 - 2.4.1 to offer account information services, and payment initiation services;
 - 2.4.2 to converse your account information in an overview of financial insights that Your Service Provider can use for its business purposes; and
 - 2.4.3 as may be distributed and made available through the Yolt Client Service.

- 2.5 You agree and authorize Yolt to share the data collected as part of the Yolt Services with the Service Provider so that the they can use this data for delivery of their Service to you.
- 2.6 You have a separate relationship with the Service Provider for your use of their Service. Yolt is no party to that relationship and is not in any way liable or accountable for their Service. If you have any issues with their Service, or the Yolt Services as part of that Service, please contact the Service Provider. If needed they can contact us to follow up with us on any issues you might have. You can always contact us directly at hello@yolt.com.
- 2.7 Yolt may update the Yolt Services to add and improve its functions. Depending on the update, you may need to download the latest version of the Yolt Client Service and accept any new or additional terms.
- 2.8 The Yolt Services are provided for convenience. You acknowledge that the provision of the Yolt Services is dependent upon other people (third parties). We try to ensure that the Yolt Services are available to you at all times, though Yolt can't promise that it will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the Yolt Services or Yolt Client Service). These events are sometimes outside of our control.

3. IDENTIFICATION AND VERIFICATION

- 3.1 You agree to cooperate with all requests made by Yolt to identify you and verify your identity and Yolt may make this conditional for granting you access, or continued access, to the Yolt Services or parts of the functionality of the Yolt Client Service where the Yolt Services are made available. This verification may include asking you for information so Yolt can identify you. Yolt may verify your information against third party databases or through other sources. See the Yolt AIS / PIS Privacy Policy for more information.
- 3.2 You must ensure the information you provide to Yolt is always accurate and up to date. If at any time Yolt believes that your information is outdated or inaccurate, Yolt may require you to update this information and Yolt may require you to complete the identification and verification process again.

4. YOLT SERVICES

- 4.1 The Yolt Services include the following major functions:

- 4.1.1 **Account Information:** This lets you combine your personal financial information from UK-based credit cards, current accounts and savings accounts (and, in limited cases, other forms of accounts) from banks and other financial institutions ("**Accounts**") in one clear view. To do this, Yolt requests Account Information from your Providers, and you explicitly consent to this – find out more in section 5.
- 4.1.2 **Payment Initiation:** Yolt offers the ability, on some Accounts, to allow you to initiate payments from your Accounts and to send an instruction to your Provider to send money from your Account – find out more in section 5.
- 4.1.3 **Financial Insights:** This lets Yolt converse the financial and transaction information from the Accounts you have connected into a number of key figures on your financial situation (the "*Financial Insights*").
- 4.1.4 **Cashflow Analyser:** This lets Yolt converse the financial and transaction information from the Accounts you have connected into Financial Insights. These Financial Insights may be used by your Service Provider as part of the Services it provides to you (e.g. for gaining insights in your creditworthiness or financial situation).
- 4.2 You may not be able to access all of your Accounts through the Yolt Services – details of those that can be accessed are shown within the Yolt Client Service. If the Yolt Service does not support a particular Account or financial institution, you can contact the Service Provider to ask if it can be added.
- 4.3 Yolt may use third party suppliers to support Yolt in providing the Yolt Services. Yolt takes reasonable care in selecting our suppliers so as to protect your security.
- 4.4 The Financial Insights provided by Yolt are only suitable to gather certain knowledge about You by your Service Provider. These Financial Insights are not suitable and not intended to give any information or final judgement on your creditworthiness.
- 4.5 Your Service Provider is responsible to form its own opinion through its own interpretation and application of the Financial Insights received. Yolt is not responsible or accountable for recommendations, predictions, comments and/or actions that your Service Provider takes or that arise from the Financial Insights. As Yolt collects all Account Information from Financial Institutions and can only access the Account Information of the Accounts that you give Yolt access to, Yolt does not represent, warrant or undertake that the Financial Insights are complete, accurate, error-free, up-to-date or fit to do an assessment of your creditworthiness.
- 4.6 You represent:
 - 4.6.1 that you will connect all Accounts that are requested by your Service Provider and reasonably needed for the purposes that your Service Provider requests you to give the Financial Insights;
 - 4.6.2 that you will not connect Accounts of others to give a false representations of your financial situation or financial numbers
 If you do this, then you are fully liable and accountable for damages or claims incurred by the Service Provider or Yolt as a result of this.
- 4.7 You are not at liberty, in general, to demand an explanation from Yolt regarding the manner in which it has compiled the Financial Insights or to require Yolt to provide a more detailed reasoning regarding the findings in the Financial Insights

5. YOUR ACCOUNT INFORMATION AND INITIATING PAYMENTS

Yolt will act on your behalf

- 5.1 To make use of the Yolt Services you can load up financial information from your Accounts ("**Account Information**"). This is done by instructing Yolt (through the Yolt Client Service) to retrieve Account Information held online by the banks and other financial institutions with which you have a customer relationship (your "**Providers**"). By doing so, you authorise Yolt to contact your Providers, on your behalf, to retrieve Account Information requested by you. You explicitly consent to Yolt having the right to act in your name to contact the Providers, and to retrieve and (in line with our Privacy Policy) use the Account Information, in respect of the Accounts that you add into the Yolt Client Service. More information on how this works is below.
- 5.2 We will access the Account Information from each of your Providers in one of two ways:
 - 5.2.1 *Through a dedicated interface made available to Yolt by your Provider:* This allows Yolt to make requests to your Provider to send items of Account Information to Yolt. Your Provider will then send this information to Yolt, unless you have told them not to.
 - 5.2.2 *Through your Provider's Access Point Interfaces ("**API**") or website:* Using this approach, our automated tools will access the API of your Provider (in the same way that you can do online) and then retrieve information from each Account that you have setup so that Yolt can present it to you through the Yolt Client Service.
 The information that Yolt requests through each of these options is described in more detail when you follow the process to add an Account in the Yolt Client Service.
- 5.3 When Yolt accesses and retrieves Account Information from your Provider, Yolt acts on **your** behalf (in legal words, Yolt acts as your "agent"), with your explicit consent, and not on behalf of any Provider. Our suppliers are also entitled to rely on this.
- 5.4 To keep the Yolt Services up to date, Yolt will use automatic tools to access the Account Information:
 - 5.4.1 on a regular basis (usually, once every day; each time you log in to the Yolt Client Service; and,
 - 5.4.2 if you manually request a refresh of the Yolt Services.
- 5.5 Your explicit consent to Yolt to access specific Accounts or Providers may be subject to time limits (e.g. 90 days) – once Yolt reaches these time limits you will need to provide a confirmation of your explicit consent through the Yolt Client Service if you wish Yolt to be able to continue accessing and retrieving Account Information from your relevant Provider(s).

Initiating Payments from your Accounts

- 5.6 When you initiate a payment through the Yolt Services by entering the required details into the Yolt Client Service you explicitly consent and authorise Yolt to relay the instruction for that payment to your Provider.
- 5.7 To initiate payments, you'll need to provide the details needed to instruct the Provider to handle your request. It is your responsibility to check all details are accurate as Yolt cannot validate or check these details.
- 5.8 Once submitted, Yolt will relay your instruction to your relevant Provider almost immediately in most cases. Because of the speed of this process, you cannot change or cancel your instruction through the Yolt Services or Yolt Client Service. If you wish to change or cancel your instruction then you will need to contact your Provider to see if they can help you.
- 5.9 When Yolt relays each instruction, **Yolt acts on your behalf** (in legal words, Yolt acts as your "agent"), with your explicit consent, and not on behalf of any Provider.
- 5.10 Your Provider is responsible for you for executing all payment instructions for your Accounts. Yolt can't control your Provider's acceptance or execution time of each instruction, and Yolt doesn't handle your money. Yolt is responsible under the law for accurately relaying to your Providers instructions submitted to them through Yolt.

- 5.11 Yolt may not be able to initiate payments from all Accounts, and there may be value or transaction type limits on the payments that can be initiated. There may also be cases where Yolt needs to review or delay relaying an instruction for system or compliance reasons. Yolt will usually inform you when this happens if Yolt is permitted to do so by law.
- 5.12 Yolt does not charge you for initiating any payment through the Yolt Services. The Service Provider or your Providers may charge you for some payments in line with your agreements with them – you remain responsible for these charges.
- 5.13 If you are initiating payments related to a purchase then the relationship for that purchase remains between you and the relevant supplier – Yolt is in no way responsible for that purchase or any terms set by that supplier.
- 5.14 If you think that a payment initiated through the Yolt Services may have been incorrect, unauthorised, or not properly executed (perhaps due to delay or other error), then you need to:
- 5.14.1 contact your Service Provider;
 - 5.14.2 contact Yolt (using hello@yolt.com) so that Yolt can investigate; and
 - 5.14.3 contact your relevant Provider so that it can investigate and correct any error for you. If a refund needs to be applied to your Account then your Provider will manage this for you – the law says that Yolt is not able to do this.
- Please do this as soon as you become aware of this (and no later than 13 months after the debit date for the payment as you can lose your right to have it corrected by your Provider after that time).

Warnings and things for you to check

- 5.15 The Providers are wholly responsible for the Accounts you hold with them. This applies even when any instructions or information regarding those Accounts are viewed or transmitted via the Yolt Services.
- 5.16 Your use of the Yolt Service is entirely voluntary. Many Providers of Accounts are required by law to allow Yolt to access Account Information for use in the Yolt Service and Yolt Client Service, or to relay payment instructions, once you have explicitly consented to Yolt doing so. Some may, however, impose restrictions (such as under the terms that you have agreed with them). It is your responsibility to check if your Provider stops you from using the Yolt Services or Yolt Client Service (for example, by prohibiting you from downloading your Account Information). We have no control over your right or ability to view your Account Information or transact on your Accounts.
- 5.17 On an ongoing basis, including each time you use the Yolt Services, you confirm to Yolt that:
- 5.17.1 you are legally authorised for each Account in respect of which you use the Yolt Services (whether or not you are the Account holder) and any joint Account holder has explicitly consented to your use of the Yolt Services. You may not use the Yolt Services in respect of any Account you are not authorised to use; and
 - 5.17.2 you have the right to use the Yolt Services in respect of each relevant Provider's sites (where relevant), and Account Information.
- 5.18 Yolt does not check Account Information or payment instructions for accuracy, legality or otherwise. Yolt is not responsible for the Account Information, the way that your Accounts operate (including the execution of payment instructions), or products and services offered by others.
- 5.19 You acknowledge there may be issues with accessing Account Information and this being accurate or up to date. For example, when displayed through the Yolt Services Yolt Client Service, Account Information is only updated as recently as is shown in the relevant page of the Yolt Client Service. You may be able to request a refresh through the Yolt Client Service if it appears to be out of date.
- 5.20 By uploading or submitting any information, content or materials to the Yolt Services and Yolt Client Service, you allow Yolt (and our suppliers) a worldwide right to use it to provide the Yolt Services.

6. PROPRIETARY RIGHTS AND LICENCE

- 6.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the Yolt Services (including its appearance and branding), together with the underlying software code, are owned by Yolt or its licensors. We may also use open source software code in the Yolt Services for which separate legal terms and conditions may apply.
- 6.2 Yolt grants you a revocable right to use the Yolt Services for your personal (non-commercial) use in accordance with these Yolt Terms.
- 6.3 You will not, nor allow third parties on your behalf to, (i) make and distribute copies of the Yolt Services; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Yolt Services; (iii) create derivative works of the Yolt Services; (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Yolt Services; or (v) make alterations to, or modifications of, the Yolt Services, or permit the Yolt Services to be combined with, or become incorporated in, any other programs.
- 6.4 You will comply with all technology control or export laws and regulations that apply to the technology used or supported by the Yolt Services.

7. ACCEPTABLE USE RESTRICTIONS

- 7.1 You must not:
- 7.1.1 use the Yolt Services in any unlawful way or in breach of these Yolt Terms, or act fraudulently or maliciously (for example, by accessing other people's Accounts through the Yolt Services);
 - 7.1.2 allow any other person to use the Yolt Services made available to you;
 - 7.1.3 infringe intellectual property rights in relation to the Yolt Services, or your use of it;
 - 7.1.4 use the Yolt Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other persons (for example, Yolt expect fair levels of use and would not expect you to make a large number of manual requests for Account Information to be updated); or
 - 7.1.5 attempt to alter or decipher any transmissions to or from the servers running any service (for example, by trying to break the encryption protecting those transmissions).

8. DATA PROTECTION

- 8.1 Any personal information you supply to Yolt (and which Yolt collect from you or other sources) will be used by Yolt and held securely by Yolt in accordance with our Yolt Privacy Policy (www.yolt.com/privacy).
- 8.2 By using the Yolt Services you explicitly consent to Yolt collecting and using technical information about your usage and device to improve our products and to provide any services to you.

9. SUSPENDING AND STOPPING YOUR USE AND ENDING THIS CONTRACT By Yolt

- 9.1 Yolt may suspend or end your use of the Yolt Services (or part of it, such as payment at any time. Yolt will usually inform you when this is happening but Yolt can't always do so. Yolt might take this action:
- 9.1.1 if you breach these Yolt Terms, for the reasons outlined below in this section;
 - 9.1.2 in the event Yolt is unable to identify you or authenticate your identity or validate your funding sources;
 - 9.1.3 if we are requested to do so by your Service Provider; or
 - 9.1.4 in other circumstances where Yolt believe that there is a valid reason (such as for risk or fraud management), or at your request.
- 9.2 Yolt has no obligation to resume provision of the Yolt Services to you, or to re-activate your use, if suspended or closed. If Yolt permanently ends your use of the Yolt Services, then: (a) the rights granted to you in these Yolt Terms end and (b) you must stop use of the Yolt Services.
- 9.3 If Yolt suspects that that the Yolt Services' security has been breached, or Yolt suspects unauthorised or fraudulent use of the Yolt Services, then Yolt may suspend its use. If Yolt does this, then Yolt will (if the law permits) try to contact you (directly or through your Service Provider) to let you know.
- 9.4 Yolt may also need to limit, block or stop your usage if Yolt is required to do so by law.
- 9.5 Yolt may otherwise decide to stop providing you with the Yolt Services and end this contract at any time by giving you 2 months' notice.
- 9.6 You should also be aware that the Service Provider may suspend or end your use of the Yolt Client Service under the Yolt Client Service Terms and Conditions. If this happens, you may not be able to access the Yolt Services and we're not responsible or liable to you if this happens.
- By You**
- 9.7 You may stop your use of the Yolt Services at any time and end this contract, e.g. by ending your agreement with the Service Provider or removing the Yolt Client Service from your device. Doing so will **not** automatically delete your user information that Yolt holds. You can delete your user information in the Yolt Client Service. You can contact Yolt at hello@yolt.com and Yolt can delete the user information we hold about you. Yolt will also stop making your information available for active use after 1 year of inactivity on the Yolt Services. When your user information is deleted, Yolt will continue to hold certain information about you and your use for as long as it is required to enable Yolt to comply with legal requirements, and for operational reasons such as issue resolution, complaint handling and "Know Your Customer" regulations. See the Yolt PSU Privacy Policy for further details on the retention period(s).
- 10. LIMITATION OF LIABILITY**
- 10.1 The Yolt Services have not been developed to meet your individual circumstances. It is your responsibility to ensure that the Yolt Services meets your needs.
- 10.2 Yolt only supplies the Yolt Services for domestic/personal use. You may not use the Yolt Services for commercial, business or resale purposes, and Yolt has no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity. Yolt also has no liability to you for any damage or alteration to your equipment including your devices as a result of use of the Yolt Services.
- 10.3 Yolt is not responsible or accountable in any form for the Service of your Services Provider and Yolt does not accept or assume any liability or accountability for this Service or the acts of your Service Provider.
- 10.4 As Yolt collects all Account Information from Financial Institutions and can only access the Account Information of the bank accounts that You give permission to access, Yolt does not represent, warrant or undertake that the Financial Insights we build on basis of this are complete, accurate, error-free, up-to-date or fit to do an assessment on your financial situation or creditworthiness by your Service Provider. These Financial Insights are not fit to be used as the only source of information for assessing your creditworthiness or financial situation. Your Service Provide must always form its own opinion through its own interpretation and application of the Financial Insights received and your Service Provider is solely responsible for its recommendations, predictions, comments and/or actions that arise from that opinion in relation to its Service.
- 10.5 All information, content and material displayed through the Yolt Services is provided for information only. It is not financial or professional advice. You should not rely on information or content from the Yolt Services as the sole basis for making a financial decision. You should use your own judgment, and seek professional advice if appropriate. Accordingly, you agree that Yolt is not responsible or liable to you for:
- 10.5.1 any action (or inaction) resulting from use of or reliance on information or content displayed through the Yolt Services (or any loss or damage you suffer as a result); or
 - 10.5.2 any dealings you have with third parties (including the Service Provider and your Providers and other services providers) through the Yolt Services.
- Our responsibility**
- 10.6 Yolt has no liability to you under or in connection with these Yolt Terms or your use of the Yolt Services (whether in contract, tort (including negligence) or any other cause) except as set out in sections 10.7 and 10.8 below.
- 10.7 If Yolt is liable to you in relation to the Yolt Services and:
- 10.7.1 it relates to Yolt not having met our obligations under the applicable law to protect your information or keep it secure, or it relates to any obligation under the applicable law that Yolt cannot exclude (or limit, to the extent that it cannot be limited), then Yolt accepts that liability in full as required by the law;
 - 10.7.2 it relates to any other cause (regardless of the form of the action or timing) then Yolt will only be liable to you for loss or damage that you personally suffer that is a foreseeable result of all such causes up to a maximum of £50 in total for services delivered in the United Kingdom and €50 for services delivered in the European Union.
- 10.8 Yolt is not responsible or liable if the relevant cause arises from your breach or action (such as your fraud or Yolt following your instructions), events outside of our control, or the need to comply with our legal obligations. Other sections of these Yolt Terms explain further things that Yolt are not responsible or liable for so it is important that you read all of the Yolt Terms carefully. Nothing excludes or limits our liability for: death or personal injury caused by our negligence; our fraud or fraudulent misrepresentation; or, if Yolt deliberately breaches these Yolt Terms in a major way that is designed to harm you. Your statutory rights are not affected.
- Your responsibility**
- 10.9 You agree to reimburse Yolt for any losses Yolt incurs as a result of your breach of, or failure to comply with, these Yolt Terms, or if Yolt suffer any losses as a result of your use of the Yolt Services.

11. **DISCLAIMER**

11.1 To the maximum extent permitted by law, Yolt disclaims all implied warranties with regard to the Yolt Services. Yolt does not promise that the information, content or materials displayed on the Yolt Services (directly or via the Yolt Client Service) are accurate, sufficient or error-free. Yolt does not promise that the information on our systems is, when accessed by you, up-to-date or complete. The Yolt Services are provided "as is" and "as available" without warranty of any kind.

12. **HOW WE ARE FUNDED**

Yolt has commercial arrangements in place with your Service Provider and they pay us a fee to make the Yolt Services available on the Yolt Client Service. You should check with your Service Provider what fees are payable by you to them.

13. **PROBLEMS, QUESTIONS & COMPLAINTS**

13.1 Yolt appreciates it greatly if you notify Yolt of a question or problem, because this gives Yolt the opportunity to seek a suitable solution. It also gives Yolt the opportunity to improve its service to you and other customers. Yolt also has an internal complaints procedure. Yolt aims to handle all problems, questions and complaints efficiently and quickly:

13.1.1 If you have questions, problems or complaints, regarding the Yolt Client Service then please submit them to the Service Provider;

13.1.2 If you have questions, problems or complaints, specifically regarding the Yolt Services then please submit them to the yts@yolt.com and include the following information: your name, telephone number and a description of your concern.

If you are in the EEA:

13.2 If after Yolt has responded to your complaint you remain unhappy, depending upon the complaint, you may be entitled to refer the complaint to the Financial Services Complaints Institute (KlFID) based in the Netherlands. The Financial Services Complaints Institute is a free, independent service for resolving disputes between customers and financial services institutions which operate under the authority of the Dutch financial services regulators. More information is available at www.kifid.nl.

13.3 *Online dispute resolution (English language access to KlFID):* The European Commission has set up an online dispute resolution platform (ODR platform) to help customers who have bought goods or services online from traders established in the European Union. If you have not been able to get your complaint resolved to your satisfaction, you can submit your complaint online through the ODR platform. The platform will then send your complaint to the Financial Services Complaints Institute (KlFID) for an independent review. You can access the ODR platform at <http://ec.europa.eu/odr>.

If you are in the UK:

13.4 If after Yolt has responded to your complaint you remain unhappy, depending upon the complaint, you may be entitled to refer the complaint to the Financial Ombudsman Services ("FOS") based in the United Kingdom. The FOS is a free, independent service for resolving disputes between customers and financial services institutions like Yolt which operate under the authority of the Financial Conduct Authority ("FCA") in the United Kingdom. More information is available at <https://www.financial-ombudsman.org.uk/>

13.5 *Online dispute resolution:* The European Commission has set up an online dispute resolution platform ("ODR platform") to help customers who have bought goods or services online from traders established in the European Union. If you have not been able to get your complaint resolved to your satisfaction, you can submit your complaint online through the ODR platform. The platform will then send your complaint to the FOS for an independent review. You can access the ODR platform at <http://ec.europa.eu/odr>.

14. **CHANGES TO THESE TERMS**

14.1 Yolt may change the Yolt Terms at any time and will inform you of a change either (i) through the *Yolt Client Service*, when you next start the *Yolt Client Service*, (ii) through the Yolt Services directly, (iii) by e-mail or (iv) publication on the Yolt website (www.yolt.com) or (iv) otherwise. The new terms may be displayed on-screen and you may be asked to read and accept them to continue your use of the Yolt Services. If these changes materially impact you or materially change the Yolt Services, Yolt will strive to inform you through our regular channels at least 2 months prior to asking you for confirmation of the new Yolt Terms.

14.2 Yolt will always act fairly and reasonably when Yolt makes these changes. The most common reasons that they will happen are if:

14.2.1 Yolt is changing the way that an existing part of the Yolt Services operates, introducing new functionality, or withdrawing functionality;

14.2.2 Yolt considers that Yolt should take account of developments (or changes Yolt reasonably expects to happen) in technology, security or industry standards and norms;

14.2.3 there are changes in the way that Yolt operates or Yolt thinks that Yolt should explain something more clearly; or

14.2.4 there is a change in law (including industry codes) that Yolt follows or is bound to follow, or in response to decisions of a regulator or court.

14.3 If you don't want to accept a change Yolt informs you about in advance, you can close your account(s) for the Yolt Services – see section 9 above. You can also end this agreement by not using the Yolt Services after Yolt makes the change. Be aware that the change will apply to you until you do so. If you don't choose to close your account(s) we will assume that you have agreed to the changes.

15. **KEEPING IN TOUCH**

15.1 Yolt will normally contact you using the email address which you have submitted to your Service Provider or the one you have provided us with directly. Yolt will do this to keep you informed of matters relevant to the Yolt Services where Yolt needs to in order to comply with our legal obligations - further details are shown in our Yolt AIS / PIS Privacy Policy.

15.2 In some circumstances, it may also be appropriate for Yolt to contact you through other means (such as telephone) where you have provided your number to Yolt and it's helpful to talk things through. When Yolt communicates with you (including by telephone) it is common for Yolt to monitor and keep a record of that communication for quality and training purposes.

15.3 Please remember to tell Yolt if your details change. If Yolt discovers or suspect fraud or a security threat, Yolt will need to contact you. Equally, for security reasons, Yolt may block use of the Yolt Services if Yolt is unable to contact you or don't receive a response when Yolt tries to do so.

- 15.4 You have the right to receive a copy of these Yolt Terms – Yolt will send this to you by email if you request it but you can always find them on our website (www.yolt.com) too.
- 15.5 **The easiest way to contact Yolt is by emailing hello@yolt.com.**
- 15.6 Please address any postal mail to Yolt in the EEA at the following address:
Yolt Technology Services B.V
Hoogoorddreef 60,
1101 BE Amsterdam,
The Netherlands
- 15.7 Please address any postal mail to Yolt in the UK at the following address:
Yolt Technology Services Limited
8-10 Moorgate,
London EC2R 6DA,
United Kingdom
16. **ABOUT US & OUR REGULATORS**
- 16.1 YTS and Yolt are registered trade marks of Yolt Group B.V.

For Yolt service delivery in the EEA:

- 16.2 Yolt Technology Services BV. has its statutory seat in Amsterdam at Hoogoorddreef 60, 1101 BE Amsterdam, the Netherlands and is entered in the Amsterdam Trade Register under no. 76904814.
- 16.3 ING Bank N.V. has its statutory seat in Amsterdam at Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, and is entered in the Amsterdam Trade Register under no. 33031431.
- 16.4 ING Bank N.V. is regulated and licensed by the De Nederlandsche Bank ('DNB') and the European Central Bank ('ECB'). ING Bank N.V. is also regulated and licensed by the Autoriteit Financiële Markten ('AFM') and regulated by the Autoriteit Consument & Markt ('ACM'). Information regarding the supervision of ING can be obtained from DNB (www.dnb.nl), ECB (www.bankingsupervision.europa.eu), AFM (www.afm.nl), or ACM (www.acm.nl).

For Yolt service delivery in the UK:

- 16.5 Yolt Technology Services Limited is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017 for the TPP Functions. You can find details on Yolt at register.fca.org.uk (reference number: 921127 or (searching for "Yolt Technology Services")
- 16.6 Yolt is located at 8-10 Moorgate, London EC2R 6DA, United Kingdom.
17. **OTHER IMPORTANT TERMS**
- 17.1 Yolt may transfer our rights and obligations under these Yolt Terms to another organisation (within the Yolt Group organised under Yolt Group BV but also third parties), but this will not reduce your rights or those obligations. You may not transfer your rights or obligations under these Yolt Terms to another person.
- 17.2 ING Bank NV may transfer its rights and obligations under these Yolt Terms to another organisation (within the ING Group organised under ING Bank NV or the Yolt Group organised under Yolt Group BV but also third parties), but this will not reduce your rights or those obligations. You may not transfer your rights or obligations under these Yolt Terms to another person.
- 17.3 If Yolt fails to insist that you perform any of your obligations, or if Yolt does not enforce our rights against you, or if Yolt delays in doing so, that will not mean that Yolt has waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by Yolt in writing.
- 17.4 Each of the conditions of these Yolt Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 17.5 These Yolt Terms and our Privacy Policy are drawn up in the English language. All written communications between you and Yolt relating to these Yolt Terms and our Privacy Policy will be in English.

In the EEA:

- 17.6 Please note that these Yolt Terms, their subject matter and formation, are governed by Dutch law. You and Yolt both agree that the courts of Amsterdam, the Netherlands will have jurisdiction over any claims or disputes resulting from or in connection with the Yolt Terms.

In the UK:

- 17.7 Please note that these Yolt Terms, their subject matter and formation, are governed by English law. You and Yolt both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

Version: 1.7 – Published 1st November 2021, effective 1st November 2021

The updates in this version have been made to:

- Combine the T&Cs required for delivery of the services in the UK through Yolt Technology Services Limited and the services in the EEA through Yolt Technology Services B.V.



Yolt EEA PRIVACY POLICY

This Yolt Privacy Policy is applicable to the processing of your personal data as part of the Yolt Account Information Services and Yolt Payment Initiation Services ("Yolt Services") that are made available and distributed through the service you are using ("Service") in the European Economic Area.

Please revert to the Yolt UK Privacy Policy if you are using the Yolt Services in the United Kingdom

The Yolt Services are made available to you by Yolt Technology Services B.V. ("Yolt" or "YTS") that are made available and distributed through the service you are using ("Service").

ING Bank N.V ("ING") and Yolt act as joint controllers for the processing of personal data under the Yolt Services.

Any reference in this policy to "we", "us", "our" means both ING and Yolt.

You have a separate relationship with the provider of the Services for the personal data it collects, holds and processes about you. Please read their privacy policy too.

1. WHAT PERSONAL DATA DO WE USE?

What is personal data?

Personal data is any data relating to a person who is identified or who can be identified (such as a name, an identification number, or an online identifier).

Personal data from connected banks: If you connect one of your banks to the Yolt Payment Services or use payment initiation services, *ING* will collect data from your connected banks, such as:

- bank account details, account numbers, information about your transactions;
- information identifying the account you have with your connected bank;
- information to initiate and process the transfer of money on your behalf;
- transactions made on those accounts;
- your direct debits and standing orders;
- as part of your account information, Yolt may collect sensitive personal data (*for example*, if you have a payment for a membership to a particular political party, this could reveal your political beliefs).

Sharing account data with Yolt and the provider of the Service:

You authorise *ING* to share the data from the connected banks with Yolt and to have Yolt:

- display that data to you via the Service; and/or
- converse this data in an overview of a number of financial figures and financial insights which can be derived from that data ("**Financial Insights**").

You authorize Yolt to share the data from the connected banks and the Financial Insights with the provider of the Service so that the provider of the Service can use this data and the Financial Insights for delivery of the Service.

The use of the data from the connected bank and the Financial Insights by the provider of the Service for the purposes of that Service, is governed by their privacy policy.

Personal data you give us: You may give us personal data about you by filling in forms on, or interacting with the Yolt Services, our website, or by corresponding with us by phone, email or otherwise. Examples of personal data collected include:

Yolt	<ul style="list-style-type: none"> • Content you share with us in our community (Facebook, Twitter etc) or via our social media channels or via our Customer Care. • Information that you input to configure how the Yolt App works for you (e.g. your budgets) • Personal data about your financial circumstances (e.g. filling out a form to benefit from one of our comparison providers). 	<ul style="list-style-type: none"> • Name • Address • Email address • Phone number • Copies of personal identification documents (such as your Passport, ID, Driving Licence). • Personal information required to identify you and verify the
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ING	<ul style="list-style-type: none"> • Information we need to connect to your providers and retrieve your transactional information (account information services) • Information we need to initiate the transfer of money on your behalf and send an instruction to your connected provider(s) (payment initiation services). 	<p>information you give us, including photos/selfies and your video recordings of taking such photos/selfies</p> <ul style="list-style-type: none"> • Biometric data (such as fingerprint or facial recognition data) to grant access to our App on your device.
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functions to you, such as analysis of your spend. Further information on the services Yolt will provide to you can be found in the Yolt App terms.

Personal data Yolt collect from you:

Yolt

When you use the Yolt Services or Yolt website, Yolt may – ourselves or through our partners - collect information such as:

- IP address
- device details
- your login information
- information about each visit you make to the Yolt Services (such as page response times and length of visit)
- location data
- info about your use of the Yolt Services or website through tracking tools
- information we require to comply with our legal and regulatory obligations (such as “Know-Your-Customer” and “Customer Due Diligence”)
- information to verify the data you give us
- information from your phone (like contact details from your address book) if you give us consent to use that data

Yolt uses well-known advertising platforms such as Facebook and Google in promoting the Yolt Services:

- If you click through such an advert and start using Yolt Services, an automated process will confirm to the advertising platform that you have signed up to the Yolt Services
- If you don't use these platforms Yolt will not collect or process this data

Any data you share on social media platforms will be accessible by them as described in their terms of service.

Yolt uses tools to improve the user experience of our website and to personalise your Yolt Services. Therefore, Yolt performs statistical analyses about the way you use the Yolt services (such as information on how you navigate, how much time you spend, how long you visit, and from where you came to our service):

- For our website: Yolt uses Google Analytics on our website. We don't use Google Analytics on our app or on your transaction data.

If you don't want this, you can always disable this through the Cookie Settings on the website.

Yolt and ING

We may also collect information such as:

- information we require to comply with our legal and regulatory obligations (such as “Know-Your-Customer” and “Customer Due Diligence”);
- information to verify the data you give us.

2. WHAT DO WE USE YOUR PERSONAL DATA FOR?

Contractual performance: If you want us to deliver the Yolt Services, we can only perform these services if we can process your personal data for this purpose. So we process your personal data on this basis for the following purposes:

- *For ING:* To deliver the Yolt Payment Services and retrieve and display your Account transaction data, and to initiate payments on your behalf.
- *For Yolt:* To do the following:
 - Provide information on your Accounts, such as financial insights, financial information and an account overview.
 - To compile the Company Information

Legitimate interest: Yolt uses your personal data on the basis of its legitimate interest so that it can:

- Create a persona about you, so:
 - Yolt can give relevant insights in your financial situation
 - Yolt can deliver the benefit of the Yolt Services
 - Yolt can build better personas
- To train data models and data science services.
- Provide you with updates about Yolt, ING and the Yolt Services
- Improve your experience of the Yolt Services and assess the use of the Yolt Services
- Enrich our database so we can build better Yolt Services

- Service improvement and optimization of the Yolt Services and other services of Yolt or ING
- Make a secure connection between your device and the Yolt Services
- Track and examine the use of the Yolt Services and the website to prepare reports on its activities, analyse that data and use it for Yolt' business purposes
- Attract new Yolt partners and clients
- Perform research and trend analysis
- To (re)use personal information Yolt has collected to identify you and to verify you identity to validate the data Yolt holds about you and enrich your data (this excludes ID copies)

Yolt could use your personal data in an anonymised and aggregated form:

- to enrich content in blog posts and infographics of other entities organized under Yolt Group B.V.
- to develop and deliver additional or ancillary services (such as data insights or market analysis)
- for social media posts
- for campaigns
- for analytical research
- for other commercial or business purposes

This will never contain data or insights or information that can be tracked down to you personally.

ING will always use the minimum data required and will process to the minimum extent required.

ING and Yolt may each also use the data to take action to defend its rights under the Yolt PSU AIS/PIS Terms if you misbehave or act in deviation of laws or regulations or the Yolt PSU AIS/PIS Terms.

Legal obligations: Yolt and ING will also process your personal data where we are under a legal obligation to do so to:

- identify you and verify your identity to comply with our Customer Due Diligence and Know-Your-Customer obligations
- prevent and detect fraud, money laundering, other crime, and security issues, and to reduce Yolt' risks;
- comply with laws and regulations, as well as any sector-specific guidelines and regulations.

Please be aware that if you do not want us to process the data for the purposes set out above, that we cannot deliver you the Yolt services. The Yolt Services are about being smart and getting smart with data. Without the use of your data there are no Yolt Services.

3. YOUR KEY RIGHTS

Your primary right is the **right to stop processing your data** (right to object):

- You can stop Yolt from processing your data by deleting the connections to your bank accounts via the Service you are using of our client. You can send Yolt an email directly with the request to be forgotten if the above does not work.
- You have the right to ask Yolt not to process your personal data for marketing purposes: You can always unsubscribe to our emails and campaigns.
- You have the right to object to Yolt processing information about you where Yolt does so on the basis of a legitimate interest. If Yolt cannot make that work, it could mean that Yolt may not be able to provide you with the Yolt Services at all and will stop your access to the Yolt Services. This would not invalidate any processing of the personal data prior to your withdrawal of consent.

Your **other rights** are:

Right of access and data portability: All data that you have provided Yolt with is accessible in the Yolt Services and the Service of our client in which the Yolt Services are made available in.

- You can request a copy of all personal data you have provided to Yolt through that Service.
- Yolt can only give you the data Yolt hold ourselves. Any data that the provider of the Service or other parties hold about you is with them. You should request deletion of that data and your right to be forgotten directly with them.

Right to rectification: You can control your data through the Service. Where you cannot change this data through the Service, you have the right to ask Yolt to rectify inaccurate or incomplete personal data which Yolt have about you.

Right to erasure: You have the right to ask Yolt to erase your personal data:

- You should always first contact the provider of the Service with this request for your personal data to be erased;
- As they are your primary contact, you should request them to instruct Yolt to erase your personal data accordingly;
- If that doesn't work or you wish to ask Yolt directly to erase your personal data you can send us an email.

Right to restrict: Yolt has the right to restrict the processing of your personal data where:

- you contest the accuracy of the personal data we hold about you, for a period enabling Yolt to verify the accuracy of the personal data;
- the processing of your personal data is unlawful and you oppose the erasure of the personal data and requests the restriction of their use instead;
- you have objected to processing of your personal data pending the verification whether the legitimate grounds of the Yolt override yours.

Where Yolt does no longer need your personal data for the purposes of the processing, but we are required to keep it for the establishment, exercise or defence of legal claims we automatically restrict the processing of your personal data to this purpose.

Right to object to automatic processing: You don't need to object because Yolt don't subject you to decisions based solely on automated processing which significantly affect you.

Integration with the Service

As the Yolt Services are made available via the Service you are using, the provider of this Service is your first point of contact, and you should always first contact the provider of the Service if you wish to exercise any of the rights above and enquire with the provider of the Service how they have implemented and integrated the Key Rights set out above.

They may for instance have easy functions available to delete or download your personal data or correct that data.

If that doesn't work or you wish to execute these rights directly with Yolt you can always contact us directly through the contract details set out in section 9.

4. WHERE DOES YOLT STORE YOUR PERSONAL DATA?

Your data is stored in Europe: The personal data Yolt collect from you is stored on secure information technology systems located in the European Economic Area ("EEA") (for example: The Netherlands, Germany and Ireland) and the United Kingdom, but it may be processed or viewed by staff or companies outside the EEA or the UK who work for Yolt or one of our partners.

Regardless of location, we will always impose on our employees or contractors the same data protection safeguards that we use inside the EEA and the UK. Where we are transferring your data to countries which are outside the EEA or UK and that have not been approved by the European Commission or other relevant authorities as providing essentially equivalent protections to within the EEA, we will transfer it to European Commission and UK authorities approved contractual terms.

We do not control where your provider of the Service stores or processes your data and they can **decide to store your data in other countries or parts of the world than we do.**

We recommend you to carefully read their privacy policies.

5. PROTECTING YOUR PERSONAL DATA

Security is in our DNA:

- We are committed to ensuring that your personal data (including your Account Information and financial details) are secure in our systems.
- In order to prevent unauthorised access to or disclosure of it, we have put in place suitable physical, electronic and operational procedures to safeguard and secure the personal data we collect about you and processes in our systems.
- In particular, we protect your personal data by deploying high standard encryption algorithms in our systems.
- We meet security standards imposed by law that are applicable to the operation of the Yolt Payment Services.
- We will never ask your PIN or other security credentials.

Processing by the provider of the Service

The processing of your personal data by the provider of the Service in their systems (including the personal data that you consent to transfer from Yolt to the provider of the Service) is protected by the technical and organizational measures the provider of the Service has put in place.

We can only protect your personal data where we process and control it, so we are not responsible or liable for any processing (including loss of data or wrongful processing) by the provider of the Service.

Help Yolt protect you:

- To help us protect your personal data, you agree to comply with our security policies and procedures that we may notify to you from time to time.
- You also agree to take all reasonable steps to prevent the unauthorised or fraudulent use of the Yolt Services or the Service that the Yolt Services are part of (e.g. your User Login or PIN code, or other security credentials).
- If you find out or suspect that your credentials have been lost, stolen, or someone has used it without your permission, you must tell Yolt and the Service Provider as soon as possible.

6. PROVIDERS, YOLT GROUP, REGULATORS AND LAW ENFORCEMENT

Other than what is described above, we will only share your personal data in a very limited way.

This will happen:

- where we need to use services we cannot build ourselves or have a duty or legal obligations to disclose it;
- within the group of entities organized under ING Bank BV ("ING Group") or Yolt Group BV ("Yolt Group") of which Yolt is part of, e.g. because parts of the Yolt Services may be delivered by other entities in the ING Group or Yolt Group.
- **Our technology providers** (including their sub-contractors). This may happen where they help us to run our service or the technology systems that are needed to operate our services. This includes:
 1. Providers of data storage, data management and platform providers to safely and securely store and process your data. This includes Amazon Web Services (AWS). Yolt will only deploy your data on AWS installations in Europe.
 2. Aggregation service providers, where necessary in order to retrieve Account Information for use in the Yolt Services on your behalf.
 3. Identification and verification service providers, to help us adhere to our legal obligations to verify your identity and the information you give us. These may include LexisNexis Risk Solutions (Europe) Limited.

4. Social Media Platforms via campaign-IDs so that Yolt can build relevant content on Social Media. Any data you share on Social Media Platforms will be accessible by them as described in their terms of service
 5. Email services e.g. to send you updates or communication.
 6. Customer relation management to provide you with customer care services.
 7. Website and app analytics to provide you with the best experience.
- **Yolt Group and ING Group:** we may transfer your personal data within the Yolt Group and ING Group and have the entities within the Yolt Group or ING Group process your personal data. Use of your personal data within the Yolt Group or ING Group:
 - Will always be bound by and limited by the provisions of this Privacy Policy;
 - Does not limit or take away the liability and accountability of us towards you for the processing of this data within the Yolt Group or ING Group
 - **Regulators** in connection with their duties, such as crime prevention or carrying out regulatory oversight of what we do.
 - **Fraud prevention agencies and law enforcement agencies**, to prevent and detect fraud, money laundering or other crimes.

7. HOW LONG DO WE KEEP YOUR DATA

We are allowed to keep your personal data only for as long as it's still necessary for the purpose we initially required it.

But as we are in financial services and bound by strict regulations, this means that we need to retain the data we holds about you for a minimum of **7 years after you have stopped using the Yolt Services**. If (local) regulations require us to retain it longer or delete it sooner, we will follow these retention periods.

If you delete your Yolt Services data or invoke your right to be forgotten, we will use feasible solutions to make it no longer directly available in our systems, like archiving it. This means that in such case:

- we will no longer actively process your data as part the Yolt Services;
- It will continue to be available for processing under a legal or regulatory obligation;

8. USING COMPUTERS TO MAKE DECISIONS ABOUT YOU

We do not use automatic processing or profiling as part of the Yolt Services to make automated decisions about you that could significantly impact you (like refusing you financial products or credit profiling). Any decision making by the Services Provider (as part of the Service of our B2B client using the Yolt Services) is the sole responsibility of the Service Provider and not of Yolt.

9. OUR CONTACT DETAILS

For ING:

- ING Bank N.V. has its statutory seat in Amsterdam at Bijlmerplein 106, 1102 CT Amsterdam, the Netherlands, and is entered in the Amsterdam Trade Register under no. 33031431.

For Yolt:

- Yolt Technology Service B.V. has its statutory seat in Amsterdam at Hoogoorddreef 60, 1101 BE Amsterdam, and is entered in the Amsterdam Trade Register under no. 76904814.
- YTS and Yolt are registered trade marks of Yolt Group B.V.

As the Yolt Services are made available via the Service Provider, you should always first contact the Service Provider if you wish to exercise any of the rights under this privacy policy and enquire with the Service Provider how they have implemented the Key Rights set out in section 3. They may have easy functions available to delete or download your personal data.

If that doesn't work or you wish to execute these rights directly with Yolt you can always contact us directly any of the rights under this privacy policy or contact us at: DPO@yolt.com

You can contact our Data Protection Officer through: DPO@yolt.com

10. COMPLAINTS TO THE PRIVACY REGULATOR

You have the right to complain to the privacy regulator in the country in which you reside, where you work, or anywhere where you believe we might have broken data protection rules.

In The Netherlands, the privacy regulator is the Autoriteit Persoonsgegevens (the "AP"). The AP can be contacted at:

- Address: PO Box 93374, 2509 AJ Den Haag, The Netherlands
- Telephone number: (+31) - (0)70 - 888 85 00
- Email: <https://autoriteitpersoonsgegevens.nl/en/contact-dutch-dpa/contact-us>

Version: 1.7

Published 1th November 2021, effective 1st November 2021

The updates in this version have been made to:

- enable the launch of Yolt services under ING post Brexit
- include Financial Insight Services



YOLT UK PRIVACY POLICY

This Yolt Privacy Policy is applicable to the processing of your personal data as part of the Yolt Account Information Services and Yolt Payment Initiation Services ("Yolt Services") that are made available and distributed through the service you are using ("Service") in the United Kingdom.

Please refer to the Yolt EU Privacy Policy if you are using the Yolt Services in the European Economic Area.

The Yolt Services are made available to you by Yolt Technology Services Limited ("Yolt" or "Yolt") and Yolt is the controller of the personal data it processes under the Yolt Services

You have a separate relationship with the provider of the Service for the personal data it collects, holds and processes about you and the processing of the personal data that Yolt shares with them. Please read their privacy policy too.

1. WHAT PERSONAL DATA DOES YOLT USE?

What is personal data?

Personal data is any data relating to a person who is identified or who can be identified (such as a name, an identification number, or an online identifier).

Personal data you give Yolt: You may give Yolt personal data about you by interacting with the Yolt Services, our website, or by corresponding with Yolt by phone, email or otherwise. Examples of personal data include:

- name, address, email address and phone number
- Information Yolt needs to connect to your providers and retrieve your transactional information (account information services)
- information Yolt need to initiate and process the transfer of money on your behalf and send an instruction to your connected bank(s) (payment initiation services)
- copies of personal identification documents (such as your Passport, ID, Driver License)
- personal information required to identify you and verify the information you give Yolt
- biometric data (such as fingerprint or facial recognition data) to grant access to our services on your device.

Personal data from connected banks: If you connect one of your banks to the Yolt Services for account information service or to use our payment initiation services, Yolt will collect data from your connected banks, such as:

- bank account details, account numbers, information about your transactions,
- information identifying the account you have with your connected bank;
- information to initiate and process the transfer of money on your behalf
- transactions made on those accounts
- your direct debits and standing orders

As part of your account information, Yolt may collect sensitive personal data:

For example, if you have a payment for a membership to a particular political party, this could reveal your political beliefs.

Yolt will not profile you on the basis of this data and Yolt will not use this data for any purposes other than providing our services as detailed hereunder.

Sharing account data with the provider of the Service:

You authorize Yolt to share the data from the connected banks with the provider of the Service so that the provider of the Service can use this data for delivery of their Service to you.

The use of that data by the provider of the Service for the purposes of that Service is governed by their privacy policy.

Personal data Yolt collect from you:

When you use the Yolt Services or Yolt website, Yolt may – ourselves or through our partners - collect information such as:

- IP address
- device details
- your login information
- information about each visit you make to the Yolt Services (such as page response times and length of visit)
- location data
- info about your use of the Yolt Services or website through tracking tools
- information Yolt requires to comply with our legal and regulatory obligations (such as "Know-Your-Customer" and "Customer Due Diligence")
- information to verify the data you give Yolt
- information from your phone (like contact details from your address book) if you give Yolt consent to use that data

We use well-known advertising platforms such as Facebook and Google in promoting our Yolt Services:

- If you click through such an advert and start using Yolt Services, an automated process will confirm to the advertising platform that you have signed up to the Yolt Services
- If you don't use these platforms Yolt will not collect or process this data

Any data you share on social media platforms will be accessible by them as described in their terms of service.

We use tools to improve the user experience of our website and to personalise your Yolt Services experience. Therefore, Yolt performs statistical analyses about the way you use the services of Yolt (such as information on how you navigate, how much time you spend, how long you visit, and from where you came to our service):

- For our website: Yolt uses Google Analytics on our website. We don't use Google Analytics on our app or on your transaction data.

If you don't want this, you can always disable this through the Cookie Settings on the website.

2. WHAT DO WE USE YOUR PERSONAL DATA FOR?

Contractual performance: If you want Yolt to deliver the Yolt Services, Yolt can only perform these services if Yolt can process your personal data for this purpose. So we process your personal data on this basis for the following purposes:

- To provide information on your Accounts, such as an account overview or insights in your financial situation
- To initiate payments on your behalf
- To converse this data in an overview of a number of financial figures and financial insights which can be derived from that data ("*Financial Insights*").

Legitimate interest: Yolt uses your personal data on the basis of our legitimate interest so that Yolt can:

- Create a persona about you, so:
 - Yolt can give you relevant insights in your financial situation
 - Yolt can deliver the benefit of the Yolt Services
 - Yolt can build better personas
- Provide you with updates about Yolt and the Yolt Services
- Improve your experience of our Yolt Services and assess the use of the Yolt Services
- Enrich our database so we can build better Yolt Services
- Service improvement and optimization of our Yolt Services and other services of Yolt
- Make a secure connection between your device and the Yolt Services
- Take action if Yolt needs to defend our rights under the Yolt Terms if you misbehave or act in deviation of laws or regulations or the Yolt Terms
- Track and examine the use of the Yolt Services and the website to prepare reports on its activities, analyse that data and use it for Yolt' business purposes
- Attract new Yolt partners and clients
- Perform research and trend analysis
- To (re)use personal information Yolt has collected to identify you and to verify you identity to validate the data Yolt holds about you and enrich your data (this excludes ID copies)

Yolt could use your personal data – and can continue to use your personal data after Yolt has stopped delivering services to you – in anonymised and aggregated form amongst others:

- to enrich content in blog posts and infographics of other Yolt Group entities
- to develop and deliver additional or ancillary services (such as data insights or market analysis)
- for social media posts
- for campaigns
- for analytical research
- for other commercial or business purposes

This will never contain data or insights or information that can be tracked down to you personally.

Yolt will always use the minimum data required and will process to the minimum extent required.

Legal obligations: Yolt will also process your personal data where Yolt is under a legal obligation to do so to:

- identify you and verify your identity to comply with our Customer Due Diligence and Know-Your-Customer obligations
- prevent and detect fraud, money laundering, other crime, and security issues, and to reduce Yolt' risks;
- comply with laws and regulations, as well as any sector-specific guidelines and regulations.

Please be aware that if you do not want Yolt to process the data for the purposes set out above, that Yolt cannot deliver you our services. The Yolt Services are about being smart and getting smart with data. Without the use of your data there are no Yolt Services.

3. YOUR KEY RIGHTS

Your primary right is the **right to stop processing your data** (right to object):

- You can stop Yolt from processing your data by deleting the connections to your bank accounts via the Service you are using of our client. You can send Yolt an email directly with the request to be forgotten if the above does not work.
- You have the right to ask Yolt not to process your personal data for marketing purposes: You can always unsubscribe to our emails and campaigns.
- You have the right to object to Yolt processing information about you where Yolt does so on the basis of a legitimate interest. If Yolt cannot make that work, it could mean that Yolt may not be able to provide you with the Yolt Services at

all and will stop your access to the Yolt Services. This would not invalidate any processing of the personal data prior to your withdrawal of consent.

Your **other rights** are:

Right of access and data portability: All data that you have provided Yolt with is accessible in the Yolt Services and the Service of our client in which the Yolt Services are made available in.

- You can request a copy of all personal data you have provided to Yolt through that Service.
- Yolt can only give you the data Yolt hold ourselves. Any data that the provider of the Service or other parties hold about you is with them. You should request deletion of that data and your right to be forgotten directly with them.

Right to rectification: You can control your data through the Service. Where you cannot change this data through the Service, you have the right to ask Yolt to rectify inaccurate or incomplete personal data which Yolt have about you.

Right to erasure: You have the right to ask Yolt to erase your personal data:

- You should always first contact the provider of the Service with this request for your personal data to be erased;
- As they are your primary contact, you should request them to instruct Yolt to erase your personal data accordingly;
- If that doesn't work or you wish to ask Yolt directly to erase your personal data you can send us an email.

Right to restrict: Yolt has the right to restrict the processing of your personal data where:

- you contest the accuracy of the personal data we hold about you, for a period enabling Yolt to verify the accuracy of the personal data;
- the processing of your personal data is unlawful and you oppose the erasure of the personal data and requests the restriction of their use instead;
- you have objected to processing of your personal data pending the verification whether the legitimate grounds of the Yolt override yours.

Where Yolt does no longer need your personal data for the purposes of the processing, but we are required to keep it for the establishment, exercise or defence of legal claims we automatically restrict the processing of your personal data to this purpose.

Right to object to automatic processing: You don't need to object because Yolt don't subject you to decisions based solely on automated processing which significantly affect you.

Integration with the Service

As the Yolt Services are made available via the Service you are using, the provider of this Service is your first point of contact, and you should always first contact the provider of the Service if you wish to exercise any of the rights above and enquire with the provider of the Service how they have implemented and integrated the Key Rights set out above.

They may for instance have easy functions available to delete or download your personal data or correct that data.

If that doesn't work or you wish to execute these rights directly with Yolt you can always contact us directly through the contract details set out in section 9.

4. WHERE DOES YOLT STORE YOUR PERSONAL DATA?

Your data is stored in Europe: The personal data Yolt collect from you is stored on secure information technology systems located in the European Economic Area ("EEA") (for example: The Netherlands, Germany and Ireland) and the United Kingdom, but it may be processed or viewed by staff or companies outside the EEA or the UK who work for Yolt or one of our partners.

Regardless of location, Yolt will always impose on our employees or contractors the same data protection safeguards that we use inside the EEA and the UK. Where we are transferring your data to countries which are outside the EEA or UK and that have not been approved by the European Commission or other relevant authorities as providing essentially equivalent protections to within the EEA, we will transfer it to European Commission and UK authorities approved contractual terms.

We do not control where your provider of the Service stores or processes your data and they can **decide to store your data in other countries or parts of the world than Yolt does.**

Yolt recommends you to carefully read their privacy policies.

5. PROTECTING YOUR PERSONAL DATA

Security is in our DNA:

- Yolt is committed to ensuring that your personal data (including your Account Information and financial details) are secure in our systems.
- In order to prevent unauthorised access to or disclosure of it from our systems, Yolt has put in place suitable physical, electronic and operational procedures to safeguard and secure the personal data Yolt collects about you and processes on our systems.
- In particular, Yolt protects your personal data by deploying high standard encryption algorithms in our systems.
- Yolt meets security standards imposed by law that are applicable to the operation of Yolt.
- Yolt will never ask your PIN or other security credentials.

Processing by the provider of the Service

The processing of your personal data by the provider of the Service in their systems (including the personal data that you consent to transfer from Yolt to the provider of the Service) is protected by the technical and organizational measures the provider of the Service has put in place.

Yolt can only protect your personal data where we process and control it, so Yolt is not responsible or liable for any processing (including loss of data or wrongful processing) by the provider of the Service.

Help Yolt protect you:

- To help Yolt protect your personal data, you agree to comply with our security policies and procedures that Yolt may notify to you from time to time.
- You also agree to take all reasonable steps to prevent the unauthorised or fraudulent use of the Yolt Services or the Service that the Yolt Services are part of (e.g. your User Login or PIN code, or other security credentials).
- If you find out or suspect that your credentials have been lost, stolen, or someone has used it without your permission, you must tell Yolt and the provider of the Service as soon as possible.

6. PROVIDERS, YOLT GROUP, REGULATORS AND LAW ENFORCEMENT

Other than what is described above, Yolt will only share your personal data in a very limited way.

This will happen:

- where Yolt need to use services Yolt cannot build ourselves or have a duty or legal obligations to disclose it;
- within the group of entities organized under Yolt Group BV ("Yolt Group") of which Yolt is part of, e.g. because parts of the Yolt Services may be delivered by other entities in the Yolt Group.
- **Our technology providers** (including their sub-contractors). This may happen where they help Yolt to run our service or the technology systems that are needed to operate our services. This includes:
 4. Providers of data storage, data management and platform providers to safely and securely store and process your data. This includes Amazon Web Services (AWS). Yolt will only deploy your data on AWS installations in Europe.
 5. Aggregation service providers, where necessary in order to retrieve Account Information for use in the Yolt Services on your behalf.
 6. Identification and verification service providers, to help Yolt adhere to our legal obligations to verify your identity and the information you give Yolt. These may include LexisNexis Risk Solutions (Europe) Limited.
 4. Social Media Platforms via campaign-IDs so that Yolt can build relevant content on Social Media. Any data you share on Social Media Platforms will be accessible by them as described in their terms of service
 5. Email services e.g. to send you updates or communication.
 6. Customer relation management to provide you with customer care services.
 7. Website and app analytics to provide you with the best experience.
- **Yolt Group:** Yolt may transfer your personal data within the Yolt Group and have the entities within the Yolt Group process your personal data. Use of your personal data within the Yolt Group:
 - Will always be bound by and limited by the provisions of this Privacy Policy;
 - Does not limit or take away the liability and accountability of Yolt towards you for the processing of this data within the Yolt Group
- **Regulators** in connection with their duties, such as crime prevention or carrying out regulatory oversight of what Yolt does.
- **Fraud prevention agencies and law enforcement agencies**, to prevent and detect fraud, money laundering or other crimes.

7. HOW LONG DO WE KEEP YOUR DATA

Yolt is allowed to keep your personal data only for as long as it's still necessary for the purpose Yolt initially required it.

But as Yolt is in financial services and bound by strict regulations, this means that Yolt needs to retain the data Yolt holds about you for a minimum of **7 years after you have stopped using the Yolt Services**. If (local) regulations require Yolt to retain it longer or delete it sooner, Yolt will follow these retention periods.

If you delete your Yolt Services data or invoke your right to be forgotten, Yolt will use feasible solutions to make it no longer directly available in our systems, like archiving it. This means that in such case:

- Yolt will no longer actively process your data as part the Yolt Services;
- It will continue to be available for processing under a legal or regulatory obligation;

8. USING COMPUTERS TO MAKE DECISIONS ABOUT YOU

We do not use automatic processing or profiling as part of the Yolt Services to make automated decisions about you that could significantly impact you (like refusing you financial products or credit profiling). Any decision making by the Services Provider (as part of the Service of our B2B client using the Yolt Services) is the sole responsibility of the Service Provider and not of Yolt.

9. OUR CONTACT DETAILS

- Yolt is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017. You can find details on Yolt at register.fca.org.uk (reference number: 921127 or (searching for "Yolt Technology Services")
- Yolt is located at 8-10 Moorgate, London EC2R 6DA, United Kingdom.
- YTS and Yolt are registered trade marks of Yolt Group BV.

As the Yolt Services are made available via the provider of the Service, you should always first contact the provider of the Service if you wish to exercise any of the rights under this privacy policy and enquire with the provider of the Service how they have implemented the Key Rights set out in section 3. They may have easy functions available to delete or download your personal data.

If that doesn't work or you wish to execute these rights directly with Yolt you can always contact us directly any of the rights under this privacy policy or contact us at: DPO@yolt.com. You can contact our Data Protection Officer through: DPO@yolt.com

10. COMPLAINTS TO THE PRIVACY REGULATOR

You have the right to complain to the privacy regulator in the country in which you reside, where you work, or anywhere where you believe Yolt might have broken data protection rules.

In the UK, the privacy regulator is the Information Commissioner's Office (the "ICO"). The ICO can be contacted at:

- Address: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- Telephone: 0303 123 1113 (local rate) or 01625 545 745
- Email: <https://ico.org.uk/global/contact-Yolt/email/>

Version: 1.5

Published 1st May 2021, effective 1st May 2021

The updates in this version have been made to:

- enable the launch of Yolt services