

ACG TECHNOLOGIES LTD (T/A AKORN) Terms & Conditions

“Agreement” means these terms and conditions together with the Privacy Policy published on Our website ([www.akorn.app](http://www.akorn.app)).

“Akorn” means ACG Technologies Ltd. A company registered in England, with company number 12902368 and with registered address at 24 Great Chapel Street, London, United Kingdom, W1F 8FS.

“Platform” means the Akron mobile and web applications, and all communication made to and from Akorn customer service representatives, including but not limited to communication via phone call, email, SMS, WhatsApp and push notification.

“We”, “Us”, “Our” refers to “Akorn”.

“You” or “Your” refers to the User.

“User” means e-current account customers who use the Platform.

“Banking Partner” means a regulated e-money issuer.

## 1. Information on Akorn and the Agreement

1.1 We are Akorn, the trading name of ACG Technologies Ltd., a company registered in England and Wales with company number 12902368 and registered office at 24 Great Chapel Street, London, United Kingdom, W1F 8FS

1.2 This Agreement sets out the terms and conditions that apply to the provision of Akorn’s services, including the delivery of a UK e-current account for Your use (the “Services”). It forms an Agreement between You and Us governing the possession and use of the UK e-current account provided to You by Akorn. By using the Services, You agree to the terms and conditions of this Agreement.

1.3 This Agreement should be read in conjunction with Akorn’s Privacy Policy which sets out further terms and conditions in relation to the provision of the Services.

1.4 The e-current account is provided by PayrNet Limited, a company incorporated in England and Wales (company number: 09883437) with its head office at WeWork, 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW, UK and registered office at "Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX" an Electronic Money Institution ("EMI") and are authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 ("EMR 2011") (register reference 900594) for the issuing of electronic money whose terms and conditions will also apply and are listed below in our ELECTRONIC MONEY TERMS & CONDITIONS section.

1.5 We reserve the right to refuse Your application for an e-current account at our sole discretion including if We suspect that You are involved in or are intending to use the e-current account to be involved in, money laundering, terrorist financing, fraud or other illegal activity. We will inform You if Your application is refused, but We are not obligated to disclose the reasons for the refusal.

## **2. Registration**

2.1 To apply for Our Services, You must register Your details on Our Platform. You will be required to provide Us with information such as Your full name, email address, date of birth and mobile phone number.

2.2 When You register, You will be asked to create a secure password. You are solely responsible for maintaining the confidentiality of Your Akorn account login and password, and You accept responsibility for all activity that occurs under Your Akorn account. If You believe that Your account is no longer secure, then You must immediately notify Us at: [help@akorn.app](mailto:help@akorn.app).

2.3 You agree that You will not: (i) create an account for anyone but Yourself, (ii) create an account with the intent of impersonating another individual; or (iii) create an account that is subject to any third party rights without appropriate authorisation. We reserve the right to refuse the registration of an account or to cancel an account at any time.

## **3. Eligibility**

3.1 Your application for an e-current account will only be approved if We deem that You are eligible to access Our Services. This means that You must provide us with all requested information to assess your eligibility. We reserve the right to refuse Your application for an e-current account for any reason.

3.2 Before We provide You with an e-current account, We will require documentary proof of identification in the form of a valid and current ID card or passport to verify Your Identity. We may also carry out electronic checks on You, where Your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on Your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only and will therefore have no adverse effect on Your credit rating. Your application to Akorn for an e-current account will indicate Your consent to these checks.

#### **4. USE OF THE SERVICES**

4.1 Subject to Your compliance with this Agreement, Akorn grants You, solely for Your personal use, a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, and revocable licence to access and use the Services via the Platform for lawful purposes. You shall not sell, license, rent, or otherwise use, exploit, or make available any Services content, in whole or in part, for commercial (whether or not for profit) use or in any way that infringes any third-party rights.

4.2 We will use the personal information that You provide in order to provide the Services and, where you have provided applicable consent, for marketing purposes. If You no longer wish to receive marketing materials from Us, You can let Us know by updating Your account preferences.

4.3 You agree that Akorn may use Your feedback, suggestions or ideas ("Feedback") in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant to Akorn a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty-free licence to use the Feedback You provide to Us in any way. Your Feedback will never be published in an identifiable format. We will only share Your feedback with Our Banking Partners in an aggregated format where no individual is identifiable.

#### **5. FEES AND CHARGES**

The fees and charges form an integral part of the Agreement. These are set out in the Fees and Charges document on our website.

#### **6. USE OF THE E-CURRENT ACCOUNT**

6.1 You remain responsible for any fees, transactions, use or misuse of any e-current account provided to You as part of the Services.

6.2 The e-current account may only be used by You as the applicant. E-current accounts issued are non-transferable. You are not permitted to allow any other person to use Your e-current account.

6.3 We are entitled to assume that a transfer of funds from Your e-current account has been authorised by You.

## **7. RESTRICTIONS ON THE USE OF THE E-CURRENT ACCOUNT**

7.1 You will not use the e current account provided to You on account of this Agreement for any illegal purposes.

## **8. MANAGING THE E-CURRENT ACCOUNT (MONTHLY STATEMENTS)**

8.1 We will notify You via email of Your e-current statement on a monthly basis.

8.2 You will need access to the internet to manage Your e-current account. You may check the balance of Your current account on Our Platform.

## **9. CARD LINKED OFFERS**

A card linked offer is an offer you initiate when you register your e-current account payment card with Us and then make a purchase from a participating merchant whereby you will then receive a cash back amount or earn points in relation to said purchase. You accept that We may share your registered e-current account payment card number with participating merchants, solely for the purposes of providing you with a card linked offer.

## **10. TERM**

This Agreement is indefinite and will continue until termination of the Agreement, pursuant to clause 11.

## **11. TERMINATION**

11.1 This Agreement can be terminated by You by giving prior written notice via the Platform or an email to [help@akorn.app](mailto:help@akorn.app).

11.2 This Agreement can be terminated with immediate effect by Us where:

11.2.1 You breach an important part of this Agreement, or repeatedly breach this Agreement and fail to resolve the matter with 10 days;

11.2.2 You use Your e-current account in a manner in which We reasonably believe is fraudulent or unlawful; or

11.2.3 You fail to pay fees or charges that You have incurred.

11.3 This Agreement can be terminated by Us for no or any reason, by giving prior written notice. Your funds will be returned back to You via bank transfer.

11.4 Upon termination of these Terms, You will no longer be authorised to access Your account and Your funds will be returned back to You via bank transfer.

## **12. INTELLECTUAL PROPERTY**

The Services, Platform and intellectual property rights in the Services and Platform are owned (or licensed) and operated by Akorn. All visual interfaces, graphics, design, photos, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services ("Materials") provided by Akorn are protected by intellectual property and other laws. All Materials included in the Services and Platform are the property of Akorn or its third-party licensors. Akorn and Our third-party licensors reserve all rights in any intellectual property in the Materials.

## **13. CONFIDENTIALITY**

You are responsible for keeping Your e-current account details safe. You must take all reasonable steps to avoid the loss, theft or misuses of the e-current account details. Failure to comply with this may be treated as gross negligence and may affect Your ability to claim any losses.

## **14. LIMITATION OF LIABILITY**

14.1 We accept no responsibility for any loss that arises in connection with the theft of Your account details or password by any unauthorised third parties, unless such losses arise after You have notified Us that Your account has been compromised.

14.2 We shall not be liable to You for any losses You suffer or costs You incur as a result of:

14.2.1 You being unable to access or use the Services;

14.2.2 any device including any hardware or software You use to access the Services being damaged, corrupted or failing to work;

14.2.3 the Services containing errors, defects, or not meeting Your requirements;

14.2.4 You not receiving notifications from Us or Our Banking Partners in a timely manner; or

14.2.5 You allowing a third party access to the Services.

14.3 We will not be liable for any fault or failure relating to the use of the e-current account provided by Akorn that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems; loss of profits, loss of business, or any Indirect, consequential, special or punitive losses arising from Your use of or Your inability to use the e-current account. In any case, Our liability shall be limited to €100 GBP.

14.4 We are not a registered e-current account provider. Such services shall be subject to Our Banking Partners.

## **15. NOTIFICATIONS AND MARKETING COMMUNICATIONS**

If we need to contact You or send You a notification under this Agreement, We will do so by sending an email to the email address or phone number which You provided Us when You registered with Us. For further information, see our Privacy Policy.

## **16. DATA PROTECTION**

We collect certain information about the Users of Our Services in order to operate Our Services. Akorn are Data Controllers of Your personal data and will manage and protect Your personal data in accordance with our Privacy Policy.

## **17. MISCELLANEOUS**

17.1 Changes to this Agreement will be publicised on Our Platform.

17.2 Notices must be in writing via email.

17.3 This document, along with the Privacy Policy incorporated into this Agreement, shall constitute the entire agreement.

17.4 This Agreement shall be governed by the law of England and Wales. All disputes arising out of or relating to this Agreement shall be subject to the jurisdiction of the courts of England and Wales.

17.5 We may assign the benefit and burden of this Agreement to another entity at any time. You will be deemed to accept the assignment if You do not respond and You continue to use Your e-current account. If You do not accept the assignment then You may end this Agreement in accordance with clause 11. You may not assign the benefit or burden of this Agreement to any third party at any time.

17.6 If a term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

## **18. CONTACT US**

18.1 Contact us at [help@akorn.app](mailto:help@akorn.app).