

## Effective from 25 May 2018

ipagoo LLP ("ipagoo", "we", "us" and "our") is committed to safeguarding the information that we hold about you. This privacy notice describes how, when, and why ipagoo may use your information, as well as your rights in relation to this information.

This Privacy notice covers any services offered by ipagoo that you may access through the ipagoo mobile app downloaded and installed on your Mobile Device for accessing your Relationship (the "ipagoo App") and the secure portal on the website ipagoo.com (the "Website"). The ipagoo App and the Website are owned by ipagoo.

Also, if you enter into a Relationship with ipagoo, this Privacy notice together with the Terms of use will be incorporated into the Agreement which is formed between us for using the ipagoo services and it continues to apply even if your Agreement with us ends.

Capitalised terms used but not defined in this Privacy notice have the meanings assigned to them in the Terms of use.

### 1. What information we collect

We will only collect your information in line with relevant laws and regulations. We may collect it from a range of sources and it may relate to any of our products or services you apply for, currently hold or have held in the past. We may also collect information about you when you complete any form on the Website or through the ipagoo App, speak to our customer services or submit any information or documentation to us or otherwise use the ipagoo App or the Website. The information we collect may include the following:

**1.1 Information that you provide to us directly**, e.g. when you are applying for or managing a Relationship or an ipagoo Account:

- personal details, e.g. your full name, gender, date and place of birth, any proof of identity and/or activity that we may request in order to complete your on-boarding process (this includes a copy of your passport or identity card or other document proving your identity, your digital picture and its relevant communication, geographic location and meta data), national insurance number or tax codes;
- contact details, e.g. your address, email address, telephone number, any proof of address;
- transactional details, e.g. details of any transactions you carry out using your Relationship with ipagoo and in general any personal data we acquire from operating your Accounts;
- financial information, e.g. details of any account (including, but not limited to, account holder, account name, account number, sort code) of any payer and payee transacting with you through your Relationship with ipagoo and the transaction history of your Relationship with ipagoo, details of any Card used by you or by others in your Relationship with ipagoo, information you provide for the purposes of providing payment initiation services and account information services regarding accounts you hold with other providers;
- user login and subscription data, e.g. login credentials accessing your ipagoo App or the secure portal on the Website; and
- information about criminal convictions and offences, e.g. for anti-money laundering purposes.

If you do not provide personal data that we tell you is mandatory, it may mean that we are unable to provide you with the services and/or perform all of our obligations under our agreement with you.

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### 1.2 Information that we generate about you, e.g. in our interactions with you:

- information about your Relationship with us, e.g. the products and services we provide you and your ways of interacting with us, your payment history, transactions records, payments into your Account including salary details and information concerning complaints and disputes;
- information included in customer documentation, e.g. correspondence that you send us, and calls that we make to you or you make to us, email, live chat, instant messages and social media communications;
- marketing and sales information, e.g. details of the services you receive and your preferences and surveys that you complete;
- information collected through cookies and similar technologies we use to recognise you, e.g. remember your preferences and tailor the content we provide to you – our Cookies policy contains more details about how we use cookies and can be found on [ipagoo.com](https://www.ipagoo.com);
- risk rating information, e.g. credit risk rating and transactional behaviour information;
- investigations data, e.g. due diligence checks, sanctions and anti-money laundering checks, external intelligence reports, content and metadata related to relevant exchanges of information between and among individuals and/or organisations;
- information that we need to support our regulatory obligations, e.g. information about transaction details, detection of any suspicious and unusual activity and information about parties connected to you or these activities; and
- information about your computer or Mobile Device, e.g. your IP address, log-in times, operating system and browser type and any such details of your access to the Website and/or the ipagoo App, e.g. traffic data, location data and other communication and meta data, whether this is required in order to complete your on-boarding process, to manage your Relationship with ipagoo and/or is required by Regulatory Provisions.

### 1.3 Information that we collect about you from other sources:

- information you have asked us to collect for you, e.g. information about your accounts or holdings with other companies including transaction information;
- information from third party providers, e.g. credit reference and fraud prevention agencies, criminal record checks and information or that relates to your social interactions;
- information from other payment services providers and financial institutions, e.g. information we have received to address payments made in error, or you have switched your account to us;
- information from people appointed to act on your behalf; and
- publically available information about you which is available online or otherwise.

If you give us personal data about other people which we will use to provide services, or if you ask us to share that information with third parties, for example to provide payment initiation or account information services, then you confirm that you know that they are aware of the information in this notice about how we will use their personal data.

## 2. How we use your information

We must have your consent or another lawful reason for using your information. In most cases, the legal basis will be one of the following:

- to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement, e.g. to operate and manage your Relationship with ipagoo and to provide services that you have requested;

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- to allow us to comply with our legal obligations, e.g. obtaining proof of identity to enable us to meet our anti-money laundering obligations;
- to pursue our legitimate interests, e.g. to understand how customers use our services and to develop new services, as well as improve the service we currently provide;
- where we believe that the use of your information as described is in the substantial public interest, e.g. for the purpose of preventing or detecting crime; or
- where we believe we have a need to establish, exercise or defend our legal rights.

The table below sets out the purposes for which we use your information and our lawful basis for doing so.

Purpose	Lawful basis
To deliver our products and services to you, including to carry out instructions and verifying that you have sufficient funds in your Accounts to make such payments.	<ul style="list-style-type: none"> <li>• to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> <li>• to comply with our legal obligations</li> <li>• to pursue our legitimate interests to ensure that your Relationship with us is well managed and your interests and our business interests are protected</li> </ul>
To manage our Relationship with you regarding our products and services for legal, regulatory and servicing purposes, including carrying out anti-money laundering checks.	<ul style="list-style-type: none"> <li>• to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> <li>• to comply with our legal obligations</li> </ul>
To manage complaints, undertake remediation activities and to resolve queries.	<ul style="list-style-type: none"> <li>• to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> <li>• to comply with our legal obligations</li> <li>• to pursue our legitimate interests to ensure that your Relationship with us is well managed, complaints are investigated and remedied and we can prevent the reasons underlying complaints from occurring in future</li> </ul>
To support our operations, assess and improve our products and services, and for training and quality purposes. We may monitor or record any communications between you and us, including telephone calls to do so.	<ul style="list-style-type: none"> <li>• to comply with our legal obligations</li> <li>• to pursue our legitimate interests to ensure that your Relationship with us is well managed, our systems and operations are improved and staff are properly trained</li> </ul>
To develop and improve products and services through analysis of the information, including behavioral scoring, product analysis and market	<ul style="list-style-type: none"> <li>• to allow us to perform the Agreement we have with you and deliver our products and</li> </ul>

<p>research and to produce management information.</p>	<p>services, or to take steps to enter into the Agreement</p> <ul style="list-style-type: none"> <li>to pursue our legitimate interests to ensure that our products and services are in line with your expectations and our business model remains competitive</li> </ul>
<p>To undertake checks for the purposes of security, detecting and preventing the likelihood of fraud and money laundering, financial, reputational, legal, compliance or customer risk.</p>	<ul style="list-style-type: none"> <li>to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> <li>to comply with our legal obligations</li> <li>to pursue our legitimate interests to ensure that we carry out a proper risk assessment prior to providing our services and prevent and investigate fraud, money laundering and other crime</li> </ul>
<p>To contact you with marketing and offers relating to products and services offered by us, other members of our group or from our partners. We may need your consent to communicate by certain channels and we will always make sure we get this where required by law or regulation. You can change your mind on how you receive marketing messages or choose to stop receiving them at any time. To make that change, contact our Customer service.</p>	<ul style="list-style-type: none"> <li>to pursue our legitimate interests to provide you with information about products and services</li> <li>in relation to direct electronic marketing, where we have your consent to do so</li> </ul>
<p>To protect our legal rights, e.g. in the case of defending or protecting ourselves against harm to our rights and interests, recover debt owed and enforce other obligations we are entitled to under our Agreement; court action; managing complaints or disputes; in the event of a restructuring of companies or other mergers or acquisition. This may be in connection with action taken against you or other persons.</p>	<ul style="list-style-type: none"> <li>to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> <li>to comply with our legal obligations</li> <li>to pursue our legitimate interests to ensure that our business is managed properly</li> </ul>
<p>To (if you ask us to) provide payment initiation and account information services regarding accounts you hold with other providers, or where third party providers request that we provide account information or payment initiation services in relation to accounts you hold with us (if you ask a third party provider to make this request).</p>	<ul style="list-style-type: none"> <li>in the case of data out (e.g. passing data to payment services aggregators), where the law requires this</li> <li>in the case of data in (e.g. display of your other accounts), where necessary for the performance of our agreement or to take steps to enter into an agreement with you</li> </ul>
<p>To verify your identity before we provide services to you.</p>	<ul style="list-style-type: none"> <li>to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> </ul>

<p>To prevent and detect fraud, money laundering and other crimes (such as identity theft) e.g. by monitoring, mitigation and risk management, carrying out customer due diligence, name screening, transaction screening and customer risk identification. We may also check if during your onboarding process you are in the same location as your registered address. We may do this by using metadata details to confirm whether your mobile device is near the same location. We may share your information with relevant agencies, law enforcement and other third parties where the law allows us to for the purpose of preventing or detecting crime.</p>	<ul style="list-style-type: none"> <li>• to comply with our legal obligations</li> <li>• to allow us to perform the Agreement we have with you and deliver our products and services, or to take steps to enter into the Agreement</li> <li>• to comply with our legal obligations</li> <li>• to pursue our legitimate interests to ensure that our business is managed properly and prevent and investigate fraud, money laundering and other crime</li> </ul>
<p>To comply with regulatory and legal obligations to which we are subject and cooperate with regulators and law enforcement bodies to help prevent financial crime and manage risk. We may be required to use your information to do this, even if you have asked us to stop using your information. That could include:</p> <ul style="list-style-type: none"> <li>• screening, intercepting and investigating any payments, instructions or communications you send or receive (including drawdown requests and application forms);</li> <li>• checking and investigating who you are paying or who is paying you, and other parties related to those payments;</li> <li>• passing information to relevant agencies if we think you have given us false or inaccurate information, or we suspect criminal activity;</li> <li>• combining the information we have about you with information from other group companies to help us better understand any potential risk;</li> <li>• checking whether the persons you are paying or receiving payments from are who they say they are, and are not subject to sanctions.</li> </ul>	<ul style="list-style-type: none"> <li>• to comply with our legal obligations</li> <li>• to pursue our legitimate interests to ensure that our business is managed properly and prevent and investigate fraud, money laundering and other crime</li> <li>• where there is a substantial public interest</li> </ul>

We will send you messages by post, telephone, text, email and other digital methods, including for example via push notifications (and new methods that may become available in the future). These messages may be sent:

- to help you manage your Accounts;

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- to comply with our regulatory obligations, such as changes to our Terms of use, and to give you information you need to manage your money;
- to keep you informed about the features and benefits of our products and services; and
- to tell you about products and services (including those of others) that may be of interest to you – these are marketing messages. You can ask us to stop or start sending you marketing messages at any time by contacting Customer service.

We may use automated systems to help us make decisions, e.g. when you apply for products and services and to carry out fraud and money laundering checks. We may use technology that helps us identify the level of risk involved in customer or account activity, e.g. for credit, fraud or financial crime reasons, or to identify if someone else is using your card without your permission.

You may have a right to certain information about how we make these decisions. You may also have a right to request human intervention and to challenge the decision. See the section "Your rights" below.

### 3. Who we might share your information with

We will keep your information confidential but we may share it with others (who also have to keep it secure and confidential) where lawful to do so including where we or they:

- need to know in order to provide you with products or services you have requested, e.g. fulfilling a payment request;
- have a public or legal duty to do so, e.g. to assist with detecting and preventing fraud and financial or other crime;
- need to know in connection with regulatory reporting, litigation or asserting or defending legal rights and interests;
- have a legitimate business reason to know, e.g. to manage risk, verify your identity, enable another company to provide you with services you have requested, or assess your suitability for products and services;
- have asked you for your consent to share it, and you have agreed.

We may share your information for these purposes with others under the following circumstances:

- other group companies, and any sub-contractors, agents, brokers, introducers, or service providers who work for us or provide services to us or other group companies (including their employees, sub-contractors, service providers, directors and officers). ipagoo LLP is owned by Orwell Group Holding Ltd. We may share certain information with other group companies for example, to provide you with products or services, for marketing purposes, for internal reporting and where those companies provide services to us;
- any trustees, beneficiaries, executors or joint account holders;
- your beneficiaries and persons you receive payments from;
- payment-processing service providers and others that help us process your payments, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems as well as any other payment services providers and financial institutions that are members of the payment or card schemes or involved in making the payment, where that is needed in relation to specific payments;
- our card processing suppliers to carry out credit, fraud and risk checks, process your payments, issue and manage your card;
- other payment services providers who you ask us to deal with, for example when you switch your account from ipagoo;

- independent third-party service providers who you (or a third party properly authorised to give instructions on your Account) ask us to share information with, for example, payment initiation or account information services. If such information is shared with these third parties, we will have no control over how that information is used. You (or the person with authority over your Account) will need to agree the scope of such use directly with the third party;
- persons and companies that you have paid from your Account which request our help so they can apply a payment to you, e.g. utility companies;
- your advisers (such as accountants, lawyers, financial or other professional advisers) if you have authorised anyone like this to represent you, or any other person you have told us is authorised to give instructions or to use the Account or products or services on your behalf or to share your information with by either you or anybody else who provides instructions or operates any of your Accounts on your behalf (such as under a power of attorney);
- our business partners who we provide services with, such as those whose name or logo appears on a card issued to you, and other service providers and agents who provide the services on their behalf;
- other parties involved in any disputes, including disputed transactions;
- any people or companies where required in connection with potential or actual corporate restructuring, merger, acquisition or takeover, including any transfer or potential transfer of any of our rights or duties under our Agreement with you, as long as that person uses your information for the same purposes as it was originally given to us or used by us (or both);
- anyone to whom we transfer or may transfer our rights and duties under our Agreement;
- UK and overseas regulators, law enforcement agencies and authorities in connection with their duties, such as crime prevention (whether directly or via third parties such as credit reference agencies), or carrying out social or economic statistical research. This may include payment details (including information about others involved in the payment); and
- fraud prevention agencies, law enforcement, government, courts, dispute resolution bodies, our regulators, auditors and any party appointed or requested by our regulators to carry out investigations or audits of our activities. In particular, we will always inform fraud prevention agencies if you give us false or fraudulent information. They will also allow other organisations (in the UK or abroad), including law enforcement agencies, to access this information to prevent and detect fraud or other crimes.

Because we operate an international business, the recipients referred to above may be located outside the jurisdiction in which you are located (or in which we provide the services). Please see the section on “Transferring your information abroad” below for more information.

#### **4. Transferring your information abroad**

Your information may be transferred to and stored in locations outside the European Economic Area (EEA) to carry out our contract with you, to fulfil a legal obligation, to protect the public interest and/or for our legitimate interests, including to countries that may not have the same level of protection for personal information. If this is not possible – for example because we are required by law to disclose information – we will ensure the sharing of that information is lawful. Also, if they are not in a jurisdiction that the European Commission regards as having adequate levels of protections for personal data, we will put in place appropriate safeguards (such as contractual commitments), in accordance with applicable legal requirements, to ensure that your data is adequately protected.

We may be required by law or regulation to share information about your Accounts with the UK or other relevant tax authorities in other jurisdictions, either directly or via the local tax authority. The tax authority

we share the information with could then share that information with other appropriate tax authorities. If we need extra documents or information from you about this, you must supply them. If you don't, we may need to close your Account or, if the law or other regulations require us to do so, we will withhold parts of certain payments received into your Account, and pass the withheld funds to the relevant tax authorities.

If you ask us to share information with third parties who provide payment initiation or account information services (either in the UK or in another country), we will rely on your request (whether direct or indirect) to share the relevant information. We don't have control over such third-party practices.

### **5. How long we will keep your information**

We keep your information in line with our data retention policy for as long as we have a Relationship with you. Once our Relationship with you has come to an end (e.g. following closure of your Account or following a transaction), or your application for a product is declined or you decide not to go ahead with it, we will only retain your personal data for a period of time that is calculated depending on the type of personal data, and the purposes for which we hold that information.

The retention period is often linked to the amount of time available to bring a legal claim in any applicable jurisdiction, which in many cases is six or seven years following closure of your Account or following a transaction. We will retain your personal data after this time if we are required to do so to comply with the UK law or any other applicable law, if there are outstanding claims or complaints that will reasonably require your personal data to be retained, or for regulatory or technical reasons. If we do, we will continue to make sure your privacy is protected. If we do not need to retain information for this period of time, we may destroy, delete or anonymise it more promptly.

### **6. Your rights**

You have a certain rights in relation to the information that we hold about you, subject to local law. These include the following rights:

- the right to access information we hold about you and to obtain information about how we process it;
- in some circumstances, the right to withdraw your consent to our processing of your information, which you can do at any time. We may continue to process your information if we have another legitimate reason for doing so;
- in some circumstances, the right to receive certain information you have provided to us in an electronic format and/or request that we transmit it to a third party;
- the right to request that we rectify your information if it's inaccurate or incomplete;
- in some circumstances, the right to request that we erase your information. We may continue to retain your information if we're entitled or required to retain it;
- the right to object to, and to request that we restrict, our processing of your information in some circumstances. Again, there may be situations where you object to, or ask us to restrict, our processing of your information but we are entitled to continue processing your information and/or to refuse that request.

You can exercise your rights by contacting us through the details indicated below under "How to contact us".

### **7. Cookies**

You should also read our Cookies Policy, available on [ipagoo.com](https://www.ipagoo.com), for information about cookies and how they are used on the Website.

### **8. How to contact us**

Our Data Protection Officer can be contacted at: The Data Protection Officer, ipagoo LLP, One Aldgate, London EC3N 1RE, United Kingdom or [DPO@ipagoo.com](mailto:DPO@ipagoo.com).

ipagoo LLP is the "data controller" for your personal data. This means it is responsible for deciding how we can use your personal data.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the data protection authority of the United Kingdom using their website - <https://ico.org.uk> or to any other competent data protection authorities.

### **9. Changes to the Privacy notice**

A copy of this Privacy notice can be requested from us using the contact details set out above. We may modify or update this privacy notice from time to time. Where changes to this privacy notice will have a fundamental impact on the nature of the processing or otherwise have a substantial impact on you, we will give you sufficient advance notice so that you have the opportunity to exercise your rights (e.g. to object to the processing).