



## UK TERMS OF SERVICE

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### GENERAL INFORMATION

#### 1. Who are we?

Hello. We're Curve UK Limited, registered in the UK with company number 09523903, but you'll know us better as Curve. In case you want to send us a letter, we are based at 1-10 Praed Mews, Tyburnia, England, London W2 1QY.

If you have any questions about these terms and conditions (**Terms**), just drop our friendly customer support team a line at [support@curve.com](mailto:support@curve.com) or get in touch via the Curve app.

If we need to contact you, we'll contact you in English via the Curve app, by email, phone or by post using your home address – depending on the information we need to share – so make sure your details are always up to date. If in doubt, these Terms are concluded in English.

#### 2. What are these Terms?

These Terms set out the terms of service for your Curve account and other important things you need to know. By clicking "accept/continue" you're entering into a legally binding agreement with Curve UK Limited, which issues your Curve card and electronic money (e-money). Curve is authorised to issue e-money by the Financial Conduct Authority (our firm reference number is 900926).

You can always download a set of the most recent Terms from our website and when we need to make changes to these Terms – we will notify you by email.

#### 3. Subscription Schedule

Our Subscription Schedule sets out any fees that we may charge you and any restrictions on available features. This is based on the subscription tier you have chosen in the Curve app – please make sure you check and understand any applicable fees or restrictions that may apply. The Subscription Schedule forms part of these Terms and you can access it [here](#).

#### 4. Anything else you should read?

Along with these Terms and applicable [Subscription Schedules](#), you should take a look at our [Privacy Policy](#), [Cookie Policy](#), [Fair Use Policy](#), [Curve Customer Protection Policy](#) and refer to the [FAQs](#) for any questions you may have.

#### 5. Who can open a Curve account?

You can open a Curve account:

- if you're currently a resident in the United Kingdom;



- have full legal capacity to enter into a contract; and
- you're 18 years old or over.

You can't open a Curve account:

- on someone else's behalf;
- if you already have a Curve account; or
- if there is any reason that Curve is unable to grant you an account under the law that applies to us.

If you open a Curve account on someone else's behalf, in breach of these Terms, you will be responsible for any losses that may arise from this.

We may ask you for additional information, from time to time, when you are opening your account or at a later stage, and if this information does not meet our requirements this may result in your account opening being delayed or rejected or even suspension or closure of your account once opened.

You should keep your details in the Curve app up to date and let us know immediately if any information you've given us changes.

## 6. What should you know about your Curve account?

**E-money.** Your Curve account stores e-money, an electronic alternative to cash that can be used to pay for goods and services, in store or online and to take money out at an ATM.

**FSCS.** The Financial Services Compensation Scheme does not apply to e-money accounts, rest assured that your money is always kept separate from our own. This is known as safeguarding. It is required by law and ensures that your money is protected and returned to you in full if we decide to cease operations or if you decide to redeem your e-money. However, if we were to become insolvent then the funds returned to you may be less than the total in your account, as the costs to arrange repayment, and the costs of the administrators who would coordinate the return of customer funds, may be deducted from the funds owed to you.

**Section 75 of the Consumer Credit Act 1974.** When using a linked credit card as your payment source to make a purchase with a Curve Card that is a debit card, you will **not** be covered by section 75 of the Consumer Credit Act as the purchase is not a direct purchase from your underlying credit card. When you spend with your Curve Card, you're protected by Curve Customer Protection (you can find more information [here](#)).

**No interest.** We're not allowed to pay you interest on any funds we may hold for you.

**How it works.** You need to link and verify an eligible payment source to your Curve account in the Curve app, before you can use your Curve card. The payment source can be any eligible debit card, credit card, prepaid card or other funding source that we allow you to link to your Curve account and fund transactions with. By linking your underlying payment source to Curve, you confirm that it belongs to you and that you are authorised to use it. You are not permitted to link a payment source that does not belong to you. We may need to introduce certain restrictions on the payment sources that we are able to



accept on to the Curve system and will try to keep you informed on any changes, some of which may depend on the card schemes.

When you make a transaction using your Curve card, Curve, with your permission, loads funds from your selected payment source to your Curve account. This is done for you automatically by the Curve processing system (no hassle to you). The amount loaded will be the value of the transaction, plus any fees for that transaction (including for any services provided by Curve).

The loaded funds are used to issue e-money, which is loaded onto your Curve e-money account and is then used to pay for the transaction made with your Curve card. If your selected payment source has insufficient funds or declines the transaction for any other reason, the transaction will be declined.

In case Curve receives a decline from the payment source selected in the Curve app, we may try to process the transaction from the payment source that you have set as your default or back up source, including your Curve Cash card.

You can add multiple payment sources to the Curve app and change the selected payment card at any time using the Curve app. Please check the relevant [Subscription Schedule](#) to confirm how many payment sources you can add as part of your subscription tier.

Each time you link a payment source to your Curve account you're giving us a continuous authority to use that payment source to fund the purchase of the e-money used to pay for transactions and for Curve Credit Limited to collect any credit repayments it is owed (where you are using the Flex feature). Curve will use various means to identify that the payment source you have added to your account is yours and that you have the right to use it.

You can see your transactions on the timeline in the Curve app.

## **7. What should you know about your Curve card?**

Curve will issue you either a personal or business Curve card. This may be a physical and/or digital card. A digital card is a card where you can see your Curve card details in the Curve app only, and you can request a physical card if you want one (fees for this are in the [Subscription Schedule](#)).

You can use your Curve card to make purchases for goods and services, in store or online. To withdraw cash, you will need a physical Curve card. Please note that you cannot withdraw cash at an ATM if you have your Curve Cash card selected as the payment source for the Curve card (see our current Curve Rewards and Curve Cash Scheme Terms [here](#)).

## **ACCOUNTS & SECURITY**

### **8. What type of accounts can you open?**

**Personal or business.** Curve offers both personal and business accounts. You can only open a business account if you are a self-employed natural person (including being a sole-trader or a contractor) and intend to use your Curve account exclusively for business spend. You cannot currently open a business account for a company or partnership.



We can suspend your account or change it from business to personal if we reasonably think it is not being used for business purposes. If we change your account type, we will issue you with a replacement card. From time to time, we may request further information from you to verify your business status and business spend. Please note that the use of a Curve business account for personal spend is not permitted under these Terms.

If you have a business account but wish to use Curve for personal spend or if you have a personal account but wish to use Curve for business spend, you must contact us to change your account type. There is no cost to you for this change.

**More than one account.** You cannot hold more than one Curve account. If you open more than one account, we reserve the right to close down any additional accounts or terminate our relationship with you without informing you first.

**Accounts.** We offer accounts with different levels of services and fees:

- Curve ([see the benefits](#))
- Curve X ([see the benefits](#))
- Curve Black ([see the benefits](#))
- Curve Metal ([see the benefits](#))
- Curve Black Legacy ([see the benefits](#))

*For Curve Black customers who signed up before 28 January 2019 and elected to stay on.*

## 9. Minimum subscription periods

### Curve Standard

There is no minimum subscription term for Curve Standard.

### Curve X or Curve Black

There is no minimum subscription term for Curve X or Curve Black. You can downgrade at any time during your subscription and you will be charged and provided services until the end of the monthly subscription cycle. If you wish to cancel your subscription you may do so but you will not be refunded any amount of the pre-paid monthly subscription fee.

### Curve Metal

When you subscribe to Curve Metal, you can choose to pay monthly or annually. Depending on which you choose, different minimum subscription periods apply.

If you choose to pay monthly, the minimum subscription period is 6 months. If you wish to cancel your subscription, after your 6 month minimum subscription period – you may do so but you will not be refunded any amount paid for the current month of the subscription. If you cancel your subscription and it is less than 4 months since the start of it, you must give us 1 month's advance notice (such notice period to run from the end of your current subscription month). You do not need to give us advance notice if you want to cancel and it is more than 4 months since the start of it.



If you choose to pay annually, the minimum subscription period is 12 months. This minimum subscription period will apply each time your subscription is renewed. If you wish to cancel your subscription you may do so but you will not be refunded any amount of the annual subscription fee. You do not need to give us advance notice to cancel your subscription.

In all cases where your subscription is subject to a minimum subscription period (whether 6 months because you pay monthly or 12 months because you pay annually), you will continue to have all of the benefits available under those subscriptions until the end of the period for which you have paid. For example, if you cancel your 12 month subscription during its second month, you can continue to use the benefits under the subscription for the remaining 10 months.

If you were an existing Curve Metal subscriber at the time version 2.1 of these Terms was published (29 April 2021), the minimum subscription periods detailed above will not apply to you for so long as you continue on your current subscription (this includes annual subscribers when their subscription renews).

**Upgrading your account.** You can upgrade your account and/or change the payment source your subscription is charged to on the Curve app. Please make sure you check and understand any applicable fees or restrictions that may apply to your upgraded subscription.

If we can't charge your nominated payment source for subscription fees or any other fees you owe us – e.g., if your card has expired or your payment source has insufficient funds – you agree that we can take them from any other payment source you've linked to your Curve account. If we can't take the fees from any of the other payment sources either, you'll need to provide us with a valid payment source within 30 days of our request to do so, otherwise we may either close or downgrade your account.

**Downgrading your account.** You can downgrade your account by getting in touch with us and fees may be payable in accordance with the [Subscription Schedule](#).

Curve reserves the right to restrict the ability to subscribe to the Curve Metal or Curve Black account for customers who upgrade or downgrade from another type of account, more than once in a given 12 month period.

You can downgrade your account within the first 14 days of your subscription called the cooling off period.

If you downgrade your Curve X or Curve Black subscription during the cooling off period, you will be refunded for any unused services and downgraded to your chosen tier. You will also be charged a delivery fee for the card sent as part of the services.

If you downgrade your Curve Metal subscription during the cooling off period – you will be charged £59.99 for the Curve metal card and associated services and refunded for any unused services. Please read the [Subscription Schedule](#) for more information.

**Replacement card.** We charge fees for replacing your Curve card at the time we process the request for a replacement card. We can charge the fee to any of the payment sources linked to your Curve account. We won't charge you to replace a card that has been stolen or misappropriated. Please read the [Subscription Schedule](#) for more information.



**Curve Fronted.** Using your Curve card (with a debit card, credit card or other eligible payment source as your underlying payment source) to pay merchants who only accept payments by debit card, or who either impose a charge or deny certain types of debit or credit cards ([e.g. transactions to the HM Revenue and Customs in the UK, paying off a credit card with an underlying credit card selected, paying at National Savings & Investments \(NS&I\)](#)), is defined by Curve as a Curve Fronted transaction and will attract a service fee (see our [Subscription Schedule](#) for details). Please note that before you start using this function you should make sure that your underlying credit card issuer (or other payment source provider, if applicable) allows usage of your credit card to fund these types of Curve card transactions.

Please remember that when you fund your Curve card with a credit card or other payment source that applies fees to transactions:

- Your underlying credit card issuer (or payment source provider) may also apply fees in relation to Curve Fronted transactions using Curve. In particular, some card issuers may charge fees for cryptocurrency trading (and these can also be considered cash advances by some issuers). Curve will not be liable for such fees. These fees are strictly non-refundable in nature.
- You may have to pay other costs, taxes, or charges which are outside our control and not charged by us e.g. your payment card issuer may charge you for making a payment through your Curve card.
- You should check your underlying payment source provider's terms and conditions and any applicable subscription or fee schedules to ensure you are fully informed about potential usage restrictions or charges that may apply to your spending.

## 10. Keeping your account safe

Please keep your Curve card, account information, security details and the devices you use to access your account safe. This means but is not limited to:

- signing your Curve card as soon as you receive it (if you can);
- not sharing your security details with anyone (including your Curve card PIN, Curve app password or PIN or other security information, such as a one-time passcode, used to protect your Curve account) over the phone or otherwise and keeping such details secure to ensure they are not compromised or intercepted;
- not letting anyone else use your Curve card or Curve app;
- keeping your Curve card and card details (physical and digital) safe;
- making sure you exit / close down the Curve app when you are not using it; and
- keeping your mobile device and your email account secure (for example, restricting access to your mobile device by PIN or biometrics such as face or fingerprint ID).

If you think your Curve card is lost or stolen, someone knows your security details or there are transactions on your account you don't recognise, you must:



- immediately lock your Curve card in the Curve app;
- let us know ASAP by calling +44(0)2033222585 (this line is open for messages 24/7), by email on [support@curve.com](mailto:support@curve.com) or via the Curve app; and
- stop using your Curve account and card until you hear from us.

If you find your Curve card after you've locked it but before you've notified us, simply unlock it again in the Curve app. Please keep a look out for any suspicious transactions and follow the above process if you spot any.

Because we send important notifications and information to you via the Curve app and the proper functioning and security of the app relies on updates from time to time, you agree that you will keep the Curve app on your mobile device up to date.

## USING CURVE

### 11. Using your Curve card

**Uses.** You can use your Curve card to make payments online or at mPos or to withdraw cash (subject to limitations and withdrawal restrictions).

**Authorised transactions.** We'll consider a transaction to be authorised by you when you do, at least, one of the following:

- enter your PIN;
- sign a receipt;
- provide your Curve card details (card number, expiry date, CVV number);
- wave or swipe your Curve card (digital or physical) over or near a contactless payment reader; or
- use your Curve card and PIN to withdraw cash from a payment terminal, e.g. at ATM.

When you use your Curve card to make a withdrawal from an ATM, obtain cashback over the counter following a transaction of the above type or make a payment (for example, in a shop or restaurant), we will consider the payment to be authorised by you unless:

- you let us know that the money has been stolen from your account;
- you don't think we've carried out your instructions correctly; or
- we establish that you did not otherwise consent to the payment.

Typically your authorisation for a transaction lasts for 30 days. If a merchant processes your transaction after 30 days, you agree that we can still process the transaction. You remain responsible under these Terms in respect of all transactions you authorise on your Curve account including all charges and other amounts incurred. You also agree that if Curve is unable to collect the corresponding funds from your underlying payment source at the time these become due to be paid by Curve to the merchant, Curve is



authorised to collect such funds from any of your other underlying payment sources loaded into the Curve app. If we are not able to recover the funds through this method, we will take other steps to procure the payment of the funds from you.

**Cancelling transactions.** You can cancel a transaction you've agreed to pay in the future up until close of business on the day before the transaction is due to take place. Just contact us to do this.

**Changes to payment amounts.** Sometimes, you might make changes to a purchase between the time you authorise the transaction and the time the merchant processes it. In these cases, the merchant may amend the payment amount to reflect this change. You agree that we may pay the additional amount to the merchant on the basis of your initial authorisation and charge the shortfall to you.

**Pre-authorisations.** If you've used your card to pre-authorise a transaction of less than £150 (or its equivalent in your local currency if you are using a non-UK underlying payment source), we may place a block on those funds (meaning you can't use them) or charge the amount to your payment source at the time you pre-authorise the transaction. If the final amount is less than £150, we'll refund or unblock the difference.

**Continuous payment authority.** You can use your Curve card to set up a future payment (either on a one-off or recurring basis) on a selected payment source. We'll make the payment from the payment source you've selected in the Curve app at the time we process the transaction, which may be a different payment source to the one you had selected at the time you set up the future payment. If you need to cancel such payments, get in touch with us.

**Spending limits.** We have limits on how much you can spend or withdraw – these are set out in your Curve app. We may change these limits every now and then. You can ask us to increase your limits – if we refuse, you have to wait 3 months to request another review.

## 12. Reasons we may refuse or delay a payment?

- Security – we're concerned about the security of your Curve card or account.
- Fraud – we suspect fraud on your account.
- Law or regulation – we need to comply with the relevant law or regulation.
- Your actions – the transaction breaches limits which apply to your Curve account, you've breached these Terms, you've failed to provide us with information we've asked for, or your account has been blocked for any other legitimate reason.
- Third parties – if a third party (e.g. a card network) prevents us from making the payment.

We'll tell you if we refuse to make a payment and (where possible) why.

We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. We will always contact you via the Curve app in such circumstances. We will never contact you by telephone in such cases. When we contact you, we will also give you information on how you can minimise any fraud risk to your Curve card depending on the nature of the fraud or security threat. We'll use the same





contact details which you have already provided us with when contacting you; so please make sure you keep your account details up to date in the app or by contacting us.

### **13. What about foreign currency transactions?**

In case of withdrawals or purchases using your Curve card where the currency of your selected payment source is different to the currency of the transaction, Curve will perform a currency conversion for you.

If, when making a transaction, you have set your payment source currency in the Curve app to a different currency (where available) than that of the underlying payment source itself then your payment source issuer or provider (as applicable) may charge a fee for using their currency conversion services. This might be in addition to any fees that Curve charges you.

If we have to convert the currency of a payment made using your Curve card we'll use the latest available exchange rate from our rate provider (see [Mastercard® Currency Converter Calculator](#)).

Please check our [Subscription Schedule](#) for any additional fees that may apply to your foreign currency transactions.

Exchange rates can fluctuate between the date you made the transaction and the date it's actually processed by the merchant to your account. Please note that changes in the exchange rates will be applied immediately and without notice. The rate applied to a transaction will be shown in the Curve app.

Where a merchant partially or completely refunds a foreign transaction, it's possible that a different exchange rate to the one used for the original transaction will apply.

You can find the exchange rate that was applied to your transaction in your Curve app under the specific transaction.

We'll not be responsible to you if you're charged fees or lose any money if you ask the merchant or any other third party to make the currency conversion.

### **14. Who's responsible for losses on your Curve card or account?**

**When you'll be responsible.** You'll be responsible for all losses where:

- The transaction is unauthorised and:
  - you've acted fraudulently; and/or
  - you have deliberately or with gross negligence failed to keep your device, account details or your Curve card and/or account security details safe.
- The transaction was authorised by you.
- You deny that you have authorised the transaction, however, information and records available to us indicate that the transaction was authenticated and consented to.
- You have used your Curve card or account contrary to these terms, including, but not limited to, where you have linked an underlying payment card to your Curve card without such underlying



cardholder's authorisation or where you have granted permission to a third party to use your Curve card or account (unless you've formally agreed this with us or are legally permitted to do this).

If you don't tell us as soon as you realise that your Curve card is lost or stolen, when you think or suspect that someone else knows your security details, or there have been unauthorised transactions on your Curve card, you'll have to pay us up to £35 of the losses.

**When we'll be responsible.** We'll refund you money that you've lost as a result of:

- any unauthorised transaction which you've promptly reported (and within 13 months of the transaction), provided you've not acted fraudulently or carelessly;
- our mistakes; or
- transactions authorised by us after you locked your card (but only to the amount of the original authorisation).

We may also refund you where you've used your Curve card to make a payment within the UK without knowing the exact amount beforehand (e.g. when hiring a car) and the final amount is much higher than you reasonably would have expected. Just drop us a line through the app or at [support@curve.com](mailto:support@curve.com) within 8 weeks of the transaction and provide us with any further information we need to look into this. We'll then make a decision either to refund the transaction or not. If we do not refund the transaction, we will give you reasons for rejecting your request.

## **15. What can I not use my Curve account and Curve card for?**

We know most customers will but you must use your Curve account and card responsibly. You can't use them:

- for anything that's against the law (e.g. fraud) or is harmful or disrespectful to others, including any form of abuse of us or our staff;
- in breach of these Terms;
- in a way that might harm our ability to provide our services or may harm our software, systems or hardware;
- in a way that your payment card issuer, a card network, our acquirer, payment processor and/or other similar third party, would see as an abuse of the payments system;
- to pay for adult entertainment, gambling, money orders (except wire transfers) and travellers cheques from non-financial institutions;
- for "cash recycling", which includes using your Curve card to make an ATM withdrawal and using the cash to repay the payment source used for the withdrawal in order to receive rewards on the payment source or your Curve card (for other examples of "cash recycling" that are also covered under these Terms, see our [Fair Use Policy](#));
- to create one or more Curve account(s) without our permission;



- attempt to “double dip” (or similar) or to do anything during the course of a dispute to receive funds from us and your bank, payment card issuer or payment source provider for the same transaction; or
- to make transactions which are not allowed by the issuer of your linked payment card or payment source provider, e.g. cash advances or transactions for investment purposes. Check your payment source provider’s terms to see what’s allowed.

## **16. Money owed to Curve**

In the event you owe Curve money either for fees or transactions that you have made using Curve, or missed subscription fees, we may immediately charge such amounts to any of your payment sources. This includes, but is not limited to, money that you owe us as a result of us funding your offline payment(s) or us incurring a loss from chargebacks as a result of your fraudulent, careless or grossly negligent behaviour. We reserve the right to collect the amount of your debt to Curve by using any payments received to your account. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

## **CURVE FEATURES**

### **17. Go Back in Time<sup>®</sup>**

This allows you to change the payment source you used to pay for certain transactions after they were made. Check out which transactions this is possible for in the Curve app (note that we can change this list and restrict customers from using this feature where we have a good reason to do so). Be aware your card issuer may charge a fee for this, which we’re not responsible for. Depending on your subscription tier, restrictions may apply – please read the [Subscription Schedule](#) for further details.

### **18. Curve Flex**

Curve Flex allows you to turn transactions into monthly instalments. Curve UK Limited is an introducer appointed representative of Curve Credit Limited, which is authorised and regulated by the Financial Conduct Authority (firm reference number 925447).

If you wish to use Curve Flex, you consent to us introducing you to, and sharing your personal information with, Curve Credit Limited. If you do not consent to this, we both agree that the rest of the Terms will still be enforceable. You can find further details about how we process your personal data in our [Privacy Policy](#).

### **19. Smart Rules**

Smart Rules is an in-app feature that lets you set up a specific payment source to be the payment source when a transaction you are making with your Curve card meets certain conditions.

Smart Rules can be set up in the Curve app in the wallet section. You would then need to enable the feature and start setting up the different conditions that form part of your rule. Note that you won’t be able to use the Curve Cash card for any of your rules. You can also create a priority list when creating the



rules, and the rules will always run in the priority list order. If the transaction meets the criteria for the first rule – it will settle it using the payment source without going to the second rule. Therefore, please ensure that you have correctly prioritised your rules so that they meet your needs and do not have any detrimental consequences.

You have the option to completely delete the rule in your Curve app in case it no longer meets your requirements.

The number of rules you can have depends on your subscription tier, and may be amended from time to time at Curve's discretion. Please check your [Subscription Schedule](#) for further details.

If your Smart Rule seems to be overlapping with another one, the Curve app will suggest a solution. However, Curve bears no responsibility to whether this will be suitable to, and meet, your needs.

Curve does not bear any responsibility if the Smart Rule does not work and we may at any time default to the card selected in your Curve app if the transaction does not correctly meet the conditions laid out by you in the Curve app. This is not an automation feature and is only a manner for you to select a payment source as a matter of convenience.

Please note, if you have your Anti-Embarrassment turned on then this will take priority over Smart Rules and if your Curve Cash is set to auto spend, your transaction will be taken out of your Curve Cash first.

Curve still retains the right to deny a transaction if it does not meet our eligibility criteria.

Depending on your subscription tier, restrictions may apply – please read the [Subscription Schedule](#) for further details.

## **20. Curve Rewards and Curve Cash Schemes**

From time to time, we offer our customers various rewards and cashback programmes. You can find further details about our existing programmes [here](#), and our current Curve Rewards and Curve Cash Scheme Terms are [here](#).

## **21. Open banking permission**

We may provide you access through the Curve app to a third party Account Information Service (**AIS**) and/or Payment Initiation Service (**PIS**) provider (otherwise known as Third Party Providers (**TPP**)). These services will allow you to obtain financial information from your online bank or third party payment account (account information services) and to make online payments directly from your third party payment account (payment initiation services, when available).

If you want to use the TPP services, you will need to sign up to the relevant TPP's terms and conditions during their sign up process and provide them your details in order to create an account on their system and to access your data or execute payments. We have no responsibility for the products and services provided to you by or through the TPP and will not be liable to you for any harm, damage or loss arising from your use of the products and services provided to you by or through the TPP.



The terms and conditions that are connected to your third party payment account apply to the payment accounts that you access through the TPP and are not affected or amended by these terms and conditions.

Curve is not responsible for the information that you receive from the third party payment account provider or third party AIS or PIS provider.

## **CLOSING & SUSPENDING ACCOUNTS**

### **22. When can we block, suspend or close your account?**

**Blocking.** We'll block your account if we have reasonable concerns about your account's security or suspect unauthorised or fraudulent use of your Curve card, where our legal obligations require us to do this or where you owe us money.

**Suspension and closure.** We may immediately suspend or close your account for a number of reasons including where:

- you use Curve in a way that these Terms don't allow;
- you don't provide us with the information that we've asked for or the information you've provided is false or misleading;
- you have linked a payment card/source contrary to these Terms;
- we determine that you have breached our [Fair Use Policy](#);
- your behaviour towards us is inappropriate (e.g. you insult our staff);
- you've broken these Terms in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to do so;
- we are required to by law;
- you are declared bankrupt; and/or
- we can verify that you have died.

We'll give you, at least, 2 months' notice if we want to close your account for any other reason, unless we are prohibited by law from doing so.

### **23. How can you close your account?**

You can cancel your account at any time by emailing us at [support@curve.com](mailto:support@curve.com) or contacting us in the Curve app. You'll get a refund of any subscription fees you've paid if you change your mind within the first 14 days of signing up (the "cooling off" period). You will be charged pro rata if you have used any of the Curve services (including receiving a card).

If you're a Curve Metal customer, on a monthly subscription, you'll need to give us 1 months' notice before you can close your account. If you cancel or downgrade your Curve Metal account in the first six



months after subscription – you will also be charged a Curve Metal card fee to cover the cost of ordering and delivering the metal card. If you cancel after the first six months have elapsed – this cost is on us. If you are on a Curve metal annual plan, you will not be able to cancel in the middle of your subscription period (except for the cooling off period).

On closing your account, you still need to pay us any fees or money that you owe us or any transactions that have not yet completed. This includes, but is not limited to, money that you owe us as a result of us funding your offline payment(s) or us incurring a loss from chargebacks as a result of your fraudulent or reckless behaviour. You'll also need to make sure that you cancel any outgoing payments you don't want to pay anymore. If any balance is still remaining on your account when your account is closed you can request to have these funds returned to a bank account in your name, subject to our checks. You forfeit your rights to these funds if you do not claim these funds within 6 years from the date your account was closed. During this period your funds will be kept safe as required by law.

## **OTHER IMPORTANT LEGAL STUFF**

### **24. Our liability**

We are liable for the proper execution of your payment transactions.

We won't be responsible for any money you lose as a result of the following:

- a merchant or ATM provider refusing to accept your Curve card;
- if we suspend or close your account in accordance with these Terms;
- if we implement a legal or regulatory requirement;
- unforeseeable events outside our control, where the consequences would have been unavoidable despite our best efforts;
- goods or services that you purchase using your Curve card;
- loss or corruption of data unless caused by our willful wrongdoing and/or
- our compliance with applicable laws.

We're also not responsible for any charges you have to pay to third parties, like your payment card issuers, for using the Curve account and services.

If we breach our Terms with you, we'll only be responsible for losses that could have been reasonably foreseen at the time we entered into these Terms and are directly related to the event in question. We'll do all we reasonably can to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't promise that this will always be the case e.g. where we rely on third parties to process payments.

Nothing in these Terms will stop us being responsible to you, if we act fraudulently, we act with a very significant degree of carelessness, or we're at fault and the law does not allow us to exclude or limit our liability. We will not be liable to you in respect of any losses you or any third party may suffer in



connection with the use of Curve's service – app, account or Curve card as a result of our actions which were not a reasonably foreseeable consequence of our actions.

## 25. Changes to these Terms

As these Terms will continue until you or we end them, we may need to change them every now and then. We may amend do this to reflect changes:

- to the law or regulatory requirements;
- to the way we manage your Curve account or run our business, including as a result of changes in technology or the financial system;
- in the cost of providing your account and other Curve services;
- to our products and/or services; and
- anything else that we currently cannot predict.

We'll give you 60 days' notice before the changes come into effect so you can easily end these Terms if you don't agree with the changes.

In certain circumstances we may immediately, without notifying you, make changes that are:

- clearly in your favour;
- of a clarificatory or relatively minor nature or which correct any inaccuracy (as long as this is permitted by law);
- related to a service and/or feature that is not a payment service or which does not affect existing payment services covered by the Terms;
- required due to reasons outside of our control; or
- permitted by law.

We will try to give you 30 days notice of these changes where we can. In any case, we will tell you once we've made such changes and you'll have 2 months from when they take effect to cancel your account. You'll need to pay back any money you owe us.

We'll assume you're happy with any changes to these Terms unless you tell us otherwise.

## 26. Our contract with you

**Personal to you.** Only you and we have any rights under these Terms. These Terms are personal to you and you can't transfer any rights or obligations under them to anyone else.

**Transfer.** We can transfer any of our rights and obligations under the Terms to comply with a legal or regulatory requirement and we reasonably think that a transfer would not have a significantly negative effect on your rights.



**Severability.** If for any reason a part of these Terms becomes invalid or unenforceable, we both agree that the invalid or unenforceable parts can be removed and that the rest of the Terms will still be enforceable.

**Waiver.** If you fail to keep to any of your obligations and we don't take action against you (immediately or ever), we can still take action at a later date.

## **27. Our intellectual property**

Curve owns all the intellectual property in the Curve products and services, e.g. the Curve app, the Curve website, the Curve logo and card designs. You agree you won't use Curve's intellectual property, except to use Curve's products. Also, you agree that you won't reverse engineer any of Curve's products (that is try to reproduce them after a detailed examination of their composition).

## **28. English law applies**

English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into it.

If you are living in England or Wales when this agreement starts, the courts of England and Wales will have exclusive jurisdiction in relation to it.

If you are living in a different part of the UK when this agreement starts, English law will still apply, but will not act to deprive you of any mandatory protections that would have been afforded to you in that region. In addition, the courts of that country will have jurisdiction to hear any claims in relation to this agreement, but you can still bring a claim against us in the courts of England and Wales if you want to.

## **29. How can you make a complaint?**

We hope you don't ever need to but if you do ever want to complain, you can contact us at [complaints@curve.com](mailto:complaints@curve.com) or via the Curve app. We'll try and fix your problem as soon as we can. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be provided within 15 business days after your complaint has been made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case). Just so you know, our complaints management and customer service is currently only in English.

If you're still not happy you can refer your complaint to the Financial Ombudsman Service within 6 months of the date we send our final response to you.

You can contact them:

- In writing – Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- By phone – 0800 023 4567 (or +44 20 7964 0500 from abroad)
- By email – [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- On the internet – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)





Your complaint will be investigated free of charge by the Financial Ombudsman Service.

You can get more details about how we handle complaints in our [FAQs](#).

### **30. Your Data**

By agreeing to these Terms, you also agree to us using your information to make and receive payments on your account, and any other lawful grounds that Curve has to use your information. You are required to keep your personal data updated, including your residential address. If you're no longer happy for us to use your information, we'll have to close your account. We may keep your personal data and use it where we have lawful grounds to do so. For example, any identity verification information we need to maintain for regulatory reasons (please refer to our [Privacy Policy](#)).

### **Version History**

These Terms apply to (i) new customers who opened their Curve account on or after 15 September 2023 and (ii) customers who opened their Curve account before 15 September 2023 but have accepted these updated Terms.

If you opened your Curve account before 15 September 2023 and have not accepted these updated Terms earlier, the [previous version](#) will apply to you until 15 November 2023.