



## CHORUS TM TERMS AND CONDITIONS

Last updated: 4 April 2024

These terms and conditions are between Chorus TM Limited (**we, our** and **us**) and the entity identified in your business application form (**you, your** or **Client**).

**Please read these terms and conditions carefully. Your attention is particularly drawn to the provisions of clause 11 (limitation of liability).**

### 1 About us

- 1.1 Chorus TM Limited (company number 14739413) is a company registered in England and Wales and our registered office is at 4th Floor, Elsley Court 20-22 Great Titchfield Street, London, United Kingdom, W1W 8BE.
- 1.2 To contact us, telephone our customer service team on 0330 828 5822 or email us at [support@chorus-tm.com](mailto:support@chorus-tm.com).

### 2 Programme partner

- 2.1 We are a programme partner and not a financial services provider. Accordingly, we are not regulated by the Financial Conduct Authority (**FCA**).
- 2.2 We shall provide the services as set out in your business application form (**Services**). We are able to provide the expense management (including the card programme via Mastercard) and international payment services to you under a partnership with our partners: (i) Equals Money International Limited (FCA number 900493); and (ii) Equals Money PLC (FCA number 488396) (**Partners**).
- 2.3 We shall not hold any client money as part of the Services and any client money will be held by our Partners. Our Partners are authorised and regulated by the FCA. Further details may be obtained from the Customer Agreement (as defined below) or on our website.

### 3 Our contract with you

- 3.1 The business application form that you complete incorporates these terms and conditions (**Chorus Terms**) and Equals Money's terms and conditions for use of the international payments and corporate prepaid card services (**Customer Agreement**).

- 3.2 By completing the business application form and including your electronic signature and/or submitting your business application form online to us, you agree to be bound by: (i) the business application form; and (ii) these Chorus Terms (**Chorus Agreement**). The Chorus Agreement shall govern your relationship with us.
- 3.3 As set out in the Customer Agreement, and on acceptance of an order by our Partners, you shall be bound by the Customer Agreement. The Customer Agreement shall govern your relationship with our Partners and we are not a party to that agreement.
- 3.4 You acknowledge and expressly agree that the Services shall be provided to you once you have been approved by our Partners. Our ability to provide the Services to you is subject to our Partners' approval. Any such approval is at our Partners' sole and absolute discretion and we shall not be liable in the event our Partners reject your application to use the Services.
- 3.5 In the event of a conflict between the Chorus Agreement and the Customer Agreement, the provisions of the Customer Agreement shall prevail.
- 3.6 The Chorus Agreement and Customer Agreement shall apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.7 You should print off a copy of your business application form and these Chorus Terms or save them to your computer for future reference.

#### **4 Services**

- 4.1 We shall provide the Services to you in collaboration with our Partners.
- 4.2 The Services shall be provided to you in accordance with the Chorus Agreement and Customer Agreement.
- 4.3 We reserve the right to amend the specification of the Services if required by: (i) any applicable statutory or regulatory requirement; or (ii) if the amendment will not materially affect the nature or quality of the Services; or (iii) if required by our Partners.
- 4.4 To the extent we are solely responsible for providing the Services and it is not the responsibility of our Partners, we warrant to you that the Services will be provided using reasonable care and skill. We will use reasonable endeavours to meet any dates specified in an order where it is our sole responsibility and not that of our Partners. Any such dates specified are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Chorus Agreement.
- 4.5 We do not warrant that:
- (a) your use of the Services will be uninterrupted or error-free; or
  - (b) that the Services will meet your requirements; or
  - (c) that any platforms provided to you by us and/or our Partners will be free from vulnerabilities or viruses.

## 5 Your obligations

5.1 You warrant, represent and undertake to us on a continuing basis that:

- (a) the terms of any order you submit is complete and accurate;
- (b) you shall cooperate with us and/or our Partners in all matters relating to the Services;
- (c) you shall provide us and/or our Partners with such information and materials we or our Partners may reasonably require in order to supply the Services, and ensure that such information is complete, true, accurate and not misleading in all material respects and at all times;
- (d) you shall obtain and maintain all necessary licences, permissions and consents necessary for us and/or our Partners to perform our obligations under this Chorus Agreement, including without limitation the Services;
- (e) you shall ensure that any users authorised by you who use the Services and any platforms do so in accordance with the terms and conditions of this Chorus Agreement. You shall be responsible for any user's breach of this Chorus Agreement;
- (f) following your instructions shall not cause us to infringe the rights of any third parties and/or to breach any applicable laws; and
- (g) you shall at all times comply with all applicable laws.

5.2 If our and/or our Partner's ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 5.1 (**Your Default**):

- (a) we and/or our Partners will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Chorus Agreement under clause 14;
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our and/or our Partner's failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 6 Expenses

6.1 You must pay third-party expenses incurred by us in connection with the Services (**Expenses**) to us on written demand without set-off or deduction.

6.2 Our Expenses are exclusive of VAT. Where VAT is payable in respect of some or all of the Expenses you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Expenses.

- 6.3 We will send you an electronic invoice to the email address set out in the business application form (or as subsequently updated in writing to us). Payment is required thirty (30) days from the date of our invoice (**Payment Term**).
- 6.4 You must pay invoices in the currency of the invoice, and within the Payment Term. We reserve the right to request payment in advance of fulfilling your order where to do so requires us to incur significant Expenses.
- 6.5 If you fail to make a payment by the due date, then, without limiting our remedies under clause 14, you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## **7 Complaints**

- 7.1 If a problem arises or you are dissatisfied with the Services, please contact us. If it relates to one of the Services our Partners offer, we shall notify our Partners within one (1) business day of receiving your complaint.
- 7.2 Alternatively, you can make a complaint directly to our Partners. Further details on how you can do this and your ability to complain to the Financial Ombudsman Service are set out in clause 16 (Complaints) of the Customer Agreement.

## **8 Intellectual property rights**

- 8.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us or our Partners.
- 8.2 We agree to grant you a fully paid-up, non-exclusive, royalty-free licence during the term of the Chorus Agreement to use our business name and/or logo solely for the purpose of receiving and using the Services. You may not sub-license, assign or otherwise transfer the rights granted in this clause 8.2.
- 8.3 To the extent you provide us with your business name and/or logo (**Client Branding**), you agree to grant us and our Partners a fully paid-up, non-exclusive, royalty-free, transferable, irrevocable licence to use, copy and modify the Client Branding provided by you to us for the purpose of providing the Services to you. You warrant, represent and undertake that nothing in the Client Branding or use of the Client Branding does or will infringe or violate any applicable laws or any intellectual property rights or other rights of any third party.
- 8.4 Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that we may publicise that you are a client of ours and you grant us permission to publicise the Services supplied to you on our website, social media platforms, or on any of our marketing materials in any and all media (now or in the future known).

## **9 Access to platforms**

- 9.1 You may be provided by us and/or our Partners with login and password access to one or more online platforms to access the Services. You will give this information only to authorised

persons. You shall comply with any working practices or instructions of operation that we and/or our Partners notify you of in connection with the platforms.

## **10 How we may use your personal information**

- 10.1 Each party agrees that the other party may hold and process personal information relating to the other party or its personnel for legal, personnel, administrative and management purposes and may make such data available to any other person(s) (including to our Partners) reasonably required to receive such data in connection with the provision of the Services.
- 10.2 You will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of personal information to us and/or our Partners for the duration of this Chorus Agreement.
- 10.3 Each party agrees that it shall at all times comply with the General Data Protection Regulation ((EU) 2016/679) as retained by the United Kingdom (**UK GDPR**) and the Data Protection Act 2018 and all other applicable data protection laws and regulations in respect of any personal information.

## **11 Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 11.1 You acknowledge and expressly agree that you may have separate rights to make a claim against our Partners as set out in the Customer Agreement. This clause 11 sets out your ability to make a claim against us. Unless otherwise provided in this Chorus Agreement, the Services are provided to you on an “as is” or “as available” basis.
- 11.2 Nothing in this Chorus Agreement limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) for any other liability which cannot be excluded or restricted by law; (iv) for breach of any of your payment obligations under this Chorus Agreement; and (v) in connection with any indemnity.
- 11.3 Subject to clause 11.2, and to the extent permissible by law, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Chorus Agreement for:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) any indirect, special or consequential loss, costs, damages, charges or expenses howsoever arising.

- 11.4 Subject to clauses 11.2 and 11.3, and to the extent permissible by law, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Chorus Agreement for: (i) the unavailability of any platform due to factors arising outside of our control; and (ii) any loss to you caused by a third party, including but not limited to our Partners, not under our control.
- 11.5 Subject to clause 11.2 to 11.4, our total liability to you arising under or in connection with the Chorus Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £100,000 (one hundred thousand pounds).
- 11.6 Except as expressly set out in these Chorus Terms, all warranties, conditions, terms and assurances of any kind are disclaimed and excluded to the fullest extent permitted by law.

## **12 Indemnification**

- 12.1 You shall defend, indemnify and hold us harmless against any and all claims, proceedings, actions, demands, damages, losses, liabilities, charges, penalties, fines, sanctions, costs and expenses (including without limitation reasonable legal expenses) suffered or incurred by us: (i) as a result of any breach of your express warranties in this Chorus Agreement; or (ii) arising out of or in connection with any claim brought against us for actual or alleged infringement of a third party's intellectual property rights in respect of our use of the Client Branding.

## **13 Confidentiality**

- 13.1 We each undertake that we will not at any time during the term of the Chorus Agreement, and for a period of two (2) years after termination or expiry of the Chorus Agreement, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.
- 13.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Chorus Agreement. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 12.1;
  - (b) to our Partners who may disclose the confidential information to their respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Services under the Customer Agreement; and
  - (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Chorus Agreement.
- 13.4 For the avoidance of doubt, you acknowledge and expressly agree that we and/or our Partners may report suspicious transactions or activity to law enforcement agencies. Where such a

report is made we may not be able to disclose that such a report has been made, and we accept no liability for any confiscation of any funds.

#### **14 Term, termination, and survival**

14.1 This Chorus Agreement shall, unless otherwise terminated as provided in this clause 14, commence when you complete and submit your business application form to us, and shall continue for an initial one (1) year period (**Initial Term**) and, thereafter, shall automatically renew for successive periods of 12 (twelve) months (each a **Renewal Period**), unless:

(a) either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Initial Term or any Renewal Period, in which case this Chorus Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this Chorus Agreement.

14.2 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Chorus Agreement with immediate effect by giving written notice to you if:

(a) you commit a material breach of any term of the Chorus Agreement and (if such a breach is remediable) fail to remedy that breach within thirty (30) days of you being notified in writing to do so;

(b) you fail to pay any amount due under the Chorus Agreement on the due date for payment;

(c) you take any step or action in connection with you entering into administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Chorus Agreement has been placed in jeopardy.

14.3 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Chorus Agreement with immediate effect by giving written notice to you if:

(a) our Partners terminate, or have grounds to terminate, any Customer Agreement entered into by you in connection with this Chorus Agreement;

(b) our Partners choose to change or suspend any and/or all the Services including but not limited to the following: (i) to deal with technical problems or make technical

changes; (ii) to update the Services and/or any products to reflect changes in relevant laws and regulatory requirements; (iii) if Mastercard revokes its approval and our Partners are no longer able to continue providing the Services; or (iv) if the Services our Partner provides is out of compliance with Mastercard rules; or

(c) if we decide to terminate our existing relationship with our Partners.

- 14.4 We may terminate this Chorus Agreement with immediate effect where to carry on providing the Services is contrary to applicable law or regulation including but not limited to any requirement for us to become regulated by the FCA (or any other equivalent body) or we suspect you of fraud or any misuse.
- 14.5 We may terminate this Chorus Agreement for convenience and at any time by giving you ninety (90) days' written notice to you.
- 14.6 To the extent this Chorus Agreement is terminated, the Customer Agreement shall also terminate and our Partners will close your account.
- 14.7 During the term of this Chorus Agreement, and for a period of twelve (12) months following the termination or expiry of this Chorus Agreement, you shall not enter into any agreement with any of our Partners for the direct provision by such Partner of services that are substantially similar to the Services.
- 14.8 Any provision of the Chorus Agreement that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **15 Events outside our control**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Chorus Agreement that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). This includes, without limitation, any failure to perform, or delay in performance, that is caused by any act or event caused by our Partners. In such events, you may have a right to claim directly against our Partners under the Customer Agreement.
- 15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Chorus Agreement:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Chorus Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

## **16 Communications between us**

- 16.1 When we refer to "in writing" in these Chorus Terms, this includes email.



- 16.2 Any notice or other communication given by one of us to the other under or in connection with the Chorus Agreement must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 16.3 Notices under this Chorus Agreement to us must be sent to [support@chorus-tm.com](mailto:support@chorus-tm.com) and [simon.liddell@chorus-tm.com](mailto:simon.liddell@chorus-tm.com) with the header “Legal Notice” with a copy to 4th Floor, Elsley Court 20-22 Great Titchfield Street, London, United Kingdom, W1W 8BE. Notices under this Chorus Agreement for you will be sent to the email addresses on the business application form (or such other email address notified to us in writing).
- 16.4 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - (c) if sent by email, at 9.00 am the next working day after transmission.
- 16.5 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.6 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 17 General

### 17.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Chorus Agreement to another entity but will always notify you in writing or by posting on our website if this happens.
  - (b) You may only assign or transfer your rights or your obligations under the Chorus Agreement to another person if we agree in writing.
- 17.2 **Variation.** We may vary the Chorus Terms from time to time. Any such amendment shall become effective from the time you enter into a new business application form. Where you have multiple business application forms, the most recent Chorus Terms referenced in the business application form shall govern all the Services we provide you. We may by written notice vary the Chorus Agreement and any Services with immediate effect to comply with applicable law or the terms and conditions and/or policies of our Partners.
- 17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Chorus Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

- 17.4 **Severance.** Each clause of these Chorus Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 **Third party rights.** The Chorus Agreement is between you and us. No other person has any rights to enforce any of its terms.
- 17.6 **Governing law and jurisdiction.** The Chorus Agreement is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Chorus Agreement to the exclusive jurisdiction of the English courts.