Vaultus Terms of Use — UK Large Corporate

1. **INTRODUCTION AND ACCEPTANCE**

1.1. These Vaultus Terms of Use ("Terms") govern your use of the Vaultus website, mobile application and related services (the "Vaultus Platform") operated by Vaultus Limited (company number 17225774), registered office at Suite Ra01, 195–197 Wood Street, London E17 3NU ("Vaultus", "we", "us", "our").

1.2. Vaultus is a technology platform. The regulated financial account, e-money and card services available through the Vaultus Platform (the "Financial Services") are provided by Equals Money PLC, Equals Money UK Limited and/or Equals Money International Limited (together, "Equals Money"), each authorised and regulated by the UK Financial Conduct Authority. Vaultus is not authorised or regulated by the FCA and does not itself provide the Financial Services.

1.3. These Terms accompany, and should be read alongside, the Equals Money Customer Terms and Conditions – UK Corporate (the "Equals Money Terms"), which apply to customers classified by Equals Money as a "Large Corporate"; any corporate entity that is not a Consumer, Micro-enterprise or Charity, as those terms are defined under the UK Payment Services Regulations 2017. If you are not classified as a Large Corporate, the Equals Money UK Retail Terms and Conditions apply to you instead, and you should refer to our separate Vaultus Retail Terms and Conditions UK rather than this one.

1.4. By using the Vaultus Platform you agree to (a) these Terms, and (b) the Equals Money Terms, which are provided to you separately during onboarding and which you must accept before you can use the Financial Services. If there is a conflict between these Terms and the Equals Money Terms in relation to the Financial Services, the Equals Money Terms shall prevail.

1.5. If you do not agree to these Terms, you must not use the Vaultus Platform.

1.6. Capitalised terms not defined in these Terms have the meaning given in the Equals Money Terms.

2. **ELIGIBILITY**

2.1. This document is only for businesses onboarded, or expected to be onboarded, as a Large Corporate under the Equals Money Terms. Whether a given business qualifies as a Large Corporate (rather than a Micro-enterprise, which remains on the Retail Equals Money Terms) is determined by Equals Money, not by Vaultus, as part of onboarding.

2.2. You may only use the Vaultus Platform if:

2.2.1. the individual(s) accepting these Terms on your behalf are 18 or over; and

2.2.2. your business is based in any jurisdiction we support from time to time; and

2.2.3. you meet our enhanced Anti-Money Laundering (AML), Know Your Customer (KYC), and other relevant Due Diligence, or Enhanced Due Diligence checks that may be required.

2.3. The Vaultus Platform is designed to widen access to financial services to key sectors of the adult industry. Our platform is designed for:

2.3.1. Agencies, Talent Management Companies, Marketing Companies providing services to Creators, Performers, Models, or Sex Workers;

2.3.2. Businesses providing administrative, consultancy, or other professional services to Creators, Performers, Models, or Sex Workers;

2.3.3. Licenced and Regulated studios, production companies, and video platforms that create, produce, or manage adult content;

2.3.4. E-commerce or Brick and Mortar Adult Retail Stores;

2.3.5. Sex Cinemas; and

2.3.6. Adult specific game developers, AI platforms, Sex Tech Platforms, and adult software companies.

2.4. Where your business doesn't fall under any of the categories under 2.3, including Sexual Entertainment Venues and businesses engaging Escorts or Sex Workers providing In-Person Services, you may still apply for Financial Services under the Vaultus Platform, but applications will be considered on a case-by-case basis, and subject to clause 2.6.

2.5. The Vaultus Platform also welcomes applications from any businesses not engaged in the adult industry.

2.6. We shall never offer any Financial Services to any businesses operating in Sanctioned Countries.

2.7. Approval to use the Vaultus Platform and the Financial Services is always subject to Equals Money's own eligibility, KYC/KYB and sanctions screening, and Equals Money retains final decision-making authority over onboarding and over your classification as a Large Corporate, as set out in the Equals Money Terms. Meeting the criteria in this clause 2 does not guarantee approval.

2.8. References to "you" include your business and any Authorised User you appoint on its behalf, and you are responsible for their acts and omissions on the Vaultus Platform.

3. **RELATIONSHIP BETWEEN EQUALS MONEY AND YOU**

3.1. Vaultus acts as introducer and programme manager. Equals Money is the sole provider of the Financial Services, and is solely responsible for operating, safeguarding and regulating your Payment Account, e-money and any Card issued to you.

3.2. You acknowledge and agree that:

3.2.1. Equals Money, not Vaultus, is the provider of the Card Services and Payment Services;

3.2.2. the provision of those services is subject to the Equals Money Terms, which you must separately accept;

3.2.3. to the maximum extent permitted by law, Equals Money shall not be liable to you for any loss of profits or consequential, indirect or incidental loss or damage;

3.2.4. you will comply with all Applicable Laws in relation to your use of the Financial Services;

3.2.5. you will provide any Due Diligence Information requested by Vaultus or Equals Money for onboarding and ongoing monitoring purposes;

3.2.6. no intellectual property or confidential information belonging to Equals Money will be disclosed to third parties without its consent, and any such property may only be used for the purpose of using the Financial Services;

3.2.7. your personal data will be processed as necessary for the provision of the Financial Services, in accordance with clause 16; and

3.2.8. you will separately indemnify Equals Money in accordance with the indemnity set out in the Equals Money Terms, which is broader than, and in addition to, your indemnity to Vaultus at clause 15.3.

3.2.9. Nothing in these Terms makes Vaultus a bank, payment institution or e-money institution, and nothing in these Terms, or in any Vaultus marketing material, should be read as Vaultus providing banking services.

4. **YOUR VAULTUS ACCOUNT VS YOUR PAYMENT ACCOUNT**

4.1. Your "Vaultus Account" is your login and profile on the Vaultus Platform, through which you access dashboards, support and Vaultus-specific features. It is provided and controlled by Vaultus.

4.2. Your "Payment Account" is the underlying account that holds and moves your funds, issued in your own name and controlled by Equals Money. Vaultus cannot access your funds or move money on your behalf; you (or your Authorised Users) control your own Payment Account and any IBAN issued to it.

4.3. Card Services, where applicable, are issued by Equals Money on the Mastercard network and are subject to the Card Service Terms referenced in the Equals Money Terms

5. **ONBOARDING AND DUE DILIGENCE**

5.1. To use the Financial Services you must apply through the Vaultus Platform. Vaultus will pass your details to Equals Money, who will carry out their own independent KYB checks, determine your classification as a Large Corporate or otherwise, and hold final approval authority. Equals Money may request further documentation directly or via Vaultus and may decline or delay an application at its discretion.

5.2. You must keep the information you provide accurate and up to date and notify us promptly of any changes.

5.3. We may request identity or business verification (including via our branded biometric onboarding flow) beyond what is required by Equals Money, where reasonably necessary for our own risk and compliance purposes.

6. **FEES AND CHARGES**

6.1. Vaultus fees are set out in our published pricing at vaultus.co.uk/pricing, or in a bespoke pricing document for the Platinum tier. You may choose the applicable tier at onboarding and may change at any time. If you wish to upgrade or downgrade your tier, you can do so by contacting our Customer Support Centre.

6.2. All fees are collected via Equals Money and will be set out on our pricing page vaultus.co.uk/pricing, in Schedule 1, or in any Bespoke Pricing Schedule shared with you before onboarding is completed. Any fees and Charges in the Equals Money Terms and Conditions are superseded by pricing in these terms and conditions. Any pricing not stated in these terms and conditions will default to Equals Money pricing.

6.3. Vaultus or Equals Money may refuse to process your transaction(s) or provide any other Services to you until we have received the Fees and Charges from you (or any other amount due and payable to us).

6.4. We may change our pricing and tiers from time to time. We will give you 2 months' written notice before a price change affecting your account takes effect.

6.5. Fees and Charges are exclusive of all taxes, (save where expressly stated otherwise). If any supply made by us of the Services is subject to VAT, you must pay in addition to any Fees, Charges or other consideration for the supply, an amount equal to the VAT payable.

6.6. You are solely responsible for determining which, if any, Taxes apply to the payments you make or receive in connection with your use of the Services and it is your responsibility to collect, report and pay any such Taxes due.

6.7. If we are required by Applicable Laws to collect or withhold any Taxes, we may deduct those Taxes from amounts otherwise owed to you and pay those Taxes to the appropriate authority.

7. **OPENING AND USING YOUR ACCOUNT – PAYMENTS, FX, CARDS**

7.1. Through the Vaultus Platform you can access features made available by Equals Money, which may include holding and converting funds, sending and receiving payments, physical and virtual cards, and multi-currency FX.

7.2. The operation of payments in and out of the payment account, execution timings, currency conversion, cancellation rights and any limits on your account are governed by the Equals Money Terms and the applicable Service Schedules, not by these Terms. The unauthorised-payment notification window, liability thresholds and account-suspension/termination notice periods that apply to your account differ in places from those in the Equals Money UK Retail Terms. Please read the Equals Money Terms directly rather than assuming Retail terms apply to you.

7.3. Vaultus may add platform-level features (for example, spend annotations, balances/pots, or payment approval workflows) that sit on top of the Financial Services. These are provided by Vaultus and are separate from the underlying regulated service.

7.4. Equals Money may make other services available to you under their own Service Schedules, including an FX Service covering both immediate FX Conversions and FX Forwards and, where applicable to your card programme, a Cashback Service (administered by Pluxee UK Ltd). These are governed entirely by the Equals Money Terms and the applicable Service Schedule, not by these Terms.

7.5. If you use FX Forwards, note that: the FX Service is not regulated by the FCA and is not protected by any compensation scheme, Margin you post is not safeguarded and ranks as a general creditor claim if Equals Money becomes insolvent, you cannot cancel an FX Order once a Quote is accepted, and early termination may carry a significant, non-fixed Early Exit Charge. FX Forwards may only be used to facilitate payment for identifiable goods or services, not for currency trading.

7.6. 7.6 If enrolled in the Cashback Service, note that enrolment is automatic (opt-out only), cashback can take 60+ days to credit, and Equals Money's liability for that service is capped at the greater of £5 or the cashback paid to you in the preceding 12 months.

8. **AUTHORISED USERS**

8.1. You may appoint authorised users to use and access information about the Financial Services under these Terms on your behalf.

8.2. You must notify us of each Authorised User by taking the relevant steps as shown on the Vaultus Platform.

8.3. You must inform us promptly if any detail previously provided by an Authorised User changes or is incorrect.

8.4. You shall ensure that your Authorised Users comply with these, and Equals Money's, terms and conditions in force from time to time. You shall be responsible for any acts or omissions by your Authorised Users.

8.5. You agree that your Authorised Users may give instructions to us in relation to the Services on your behalf and that we may rely on instructions given by Authorised Users unless and until you notify us in writing that such Authorised User is no longer authorised to do so.

9. **HOW YOUR MONEY IS PROTECTED**

9.1. Vaultus is not a bank, and your Payment Account is not a bank account.

9.2. Funds held in your Payment Account are safeguarded by Equals Money Plc in accordance with the UK Payment Services Regulations 2017. They are not covered by the Financial Services Compensation Scheme (FSCS) or any other deposit protection scheme.

9.3. The full safeguarding statement is set out in the Equals Money Terms. Please read it before relying on any summary given on the Vaultus Platform or in our marketing materials.

10. **ACCEPTABLE USE OF THE VAULTUS PLATFORM**

10.1. You must not use the Vaultus Platform:

10.1.1. in breach of any Applicable Laws;

10.1.2. to upload, share or transmit unlawful, infringing or harmful content;

10.1.3. to send unsolicited advertising or promotional material; or

10.1.4. to transmit viruses, malware or similar harmful code.

10.2. Use of the Vaultus Platform (as distinct from any third-party content platform you operate on) must comply with our content and conduct standards.

10.3. Use of the Equals Money Platform and Financial Services is additionally subject to Equals Money's own Website Acceptable Use Policy.

11. **ACCOUNT REVIEW AND CLOSURE**

11.1. Vaultus may restrict your access to the Vaultus Platform, and Equals Money may suspend, restrict or close your Payment Account, where required by Applicable Laws, a Regulatory Authority, or our respective banking, card or compliance partners, or where fraud, unauthorised use or a breach of these Terms or the Equals Money Terms is reasonably suspected.

11.2. Where a restriction or closure originates from Equals Money or one of its banking partners, Vaultus will communicate this to you as promptly as we are able to and will support you in understanding next steps, but the decision itself rests with Equals Money and Vaultus cannot override it.

11.3. We will tell you the reason for any action taken under this clause unless we are legally prevented from doing so.

11.4. You may close your Vaultus Account and Payment Account by following the steps on the Vaultus Platform. Equals Money may decline to close your Payment Account where you have a negative balance, a pending payment, or an open dispute.

11.5. Equals Money may terminate the Financial Services provided to you with one month's notice under the Equals Money Terms, which is a shorter notice period than applies to Retail customers.

12. **SUPPORT & COMPLAINTS**

12.1. Vaultus provides first-line customer support for your use of the Vaultus Platform. Contact us at heyvaultus@vaultus.co.uk.

12.2. Complaints about the Financial Services themselves (for example, a disputed payment or card transaction) will be logged by Vaultus and, where they concern the regulated service, escalated to Equals Money, who are responsible for investigating and resolving them under their own complaints procedure. Contact us at complaints@vaultus.co.uk.

12.3. As a Large Corporate customer, you are not normally an eligible complainant for the Financial Ombudsman Service. If you are not satisfied with how a complaint about the Financial Services has been handled, you may refer it to the Financial Conduct Authority, or to any other route identified in the Equals Money Terms.

13. **INTELLECTUAL PROPERTY**

13.1. The Vaultus name, logo, brand assets and the Vaultus Platform (excluding the Financial Services and any Equals Money branding required to appear on it) are owned by Vaultus or our licensors. You may not use them without our prior written consent.

13.2. Nothing in these Terms transfers ownership of any Equals Money intellectual property to you, and you may only use it for the purpose of accessing the Financial Services, as set out in the Equals Money Terms.

13.3. Certain Equals Money and Mastercard branding is required to appear on the Vaultus Platform and cannot be removed.

14. **CHANGES TO THESE TERMS**

14.1. We may update these Terms from time to time. We will give you 30 days' notice of any material change. Continuing to use the Vaultus Platform after a change takes effect means you accept it.

14.2. Changes to the Equals Money Terms are made by Equals Money directly, in accordance with their own notice requirements, and are outside our control.

15. **LIABILITY AND INDEMNITY**

15.1. Save as otherwise required in applicable laws:

15.1.1. Vaultus will only be liable for its own acts or ommissions, not for acts or omissions of third parties or for activities or circumstances beyond our control.

15.1.2. To the maximum extent permitted by law, our liability to you in connection with the Vaultus Platform (excluding the Financial Services, for which Equals

Money is responsible) is limited to the fees paid to Vaultus in the preceding 12 months prior to the claim.

15.1.3. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or anything else that cannot be excluded by law.

15.1.4. Neither party will be liable for loss of profit, revenue, indirect, or consequential damages, whether resulting from breach of contract, tort, or any other liability.

15.2. You agree to indemnify Vaultus against losses arising from your breach of these Terms or your misuse of the Vaultus Platform. This is separate from, and in addition to, the indemnity you give directly to Equals Money under the Equals Money Terms (see clause 3.2.8).

15.3. You will not be obligated to indemnify us against any indemnified losses to the extent that these loses result from our failure to comply with applicable laws, wilful misconduct, fraud, or gross negligence.

16. **DATA PROTECTION**

16.1. We process your personal data in accordance with our Privacy Policy, available at vaultus.co.uk/privacy.

16.2. By using the Vaultus Platform and the Financial Services, you also consent to Equals Money accessing, processing and retaining your personal data as necessary to provide the Financial Services, in accordance with the Equals Money Terms and their own privacy policy.

17. **GOVERNING LAW, CONTACT DETAILS & REGULATORY STATUS**

17.1. Vaultus Limited is a company registered in England and Wales (company number 17225774). Vaultus is not authorised or regulated by the Financial Conduct Authority. The Financial Services are provided by:

17.1.1. Equals Money PLC (company number 05539698), FCA firm reference 488396;

17.1.2. Equals Money UK Limited (company number 06268340), FCA firm reference 504547; and

17.1.3. Equals Money International Limited (company number 09558664), FCA firm reference 900493,

each registered at 3rd Floor, Vintners Place, 68 Upper Thames Street, London EC4V 3BJ.

17.2. These Terms are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising from them.

17.3. Contact us: enquiries@vaultus.co.uk. Registered office: Suite Ra01, 195–197 Wood Street, London E17 3NU.

SCHEDULE 1 - FEES

For other charges, see vaultus.co.uk/pricing