

Terms of use

Hello, and welcome to Offspring's Terms of use. This document is important and affects your legal rights so please read it carefully, along with our [Privacy Policy](#)

Offspring allows individuals and families to create a community of savers around a shared savings goal.

1. How we contract with each other

When you access the Offspring App or any other Offspring service, you are entering into a binding Agreement with Offspring and accept the terms set out in this Agreement.

By accessing our web-site you accept the conditions set out in our Privacy Policy.

By accepting these general conditions of use You agree that Offspring processes your registration and that the creation of your Offspring Profile formalises the creation of the contract between the users and Offspring and You agree to be bound by them in your use of the service.

Should you choose not to accept these general Terms of use you should discontinue use of the Offspring App and website.

These terms may be amended from time to time as set out in Clause 5 below.

2. Definitions

The Terms of use include certain important definitions, as follows:

"Agreement" These are the combined Terms of use and Privacy Policy which you sign up to when using the Offspring service.

"App" is the Offspring Application;

"Beneficiary" The individual designated as the beneficiary of the Offspring Profile;

"Contributor" An individual who contributes money to the beneficiaries savings account(s) via the Offspring Profile;

"Controller" The Offspring Profile owner;

"E Wallet" the electronic money account opened by the user with Mangopay to facilitate money transfer in line with the services offered by Offspring;

"Financial Services Compensation Scheme" (FSCS) - The FSCS is the UK's statutory Deposit insurance and investors compensation scheme for customers of authorised financial services firms. This means that FSCS can pay compensation if a firm is unable, or likely to be unable, to pay claims against it;

“Intellectual Property Rights” means all registered and unregistered copyrights, confidential information, patents, patentable rights, rights in know-how, database rights, trademarks, service marks, logos, URLs, domain names and design rights;

“ISA” means Individual Savings Accounts which are tax incentivised savings for individuals over the age of 16;

“Junior ISA (JISA)” means Junior Individual Savings Accounts which are tax incentivised savings for children under 18;

“Mangopay” means Mangopay SA the E Wallet provider, incorporated under Luxembourg law, having its registered office at 59 Boulevard Royal, 2449 Luxembourg and registered in the Luxembourg Trade and Companies Register under number B173459; Mangopay issues e-money and is licensed in Luxembourg by the Financial Sector Supervisory Commission (as defined by Directive 2009/110/EC ‘E-Money Directive’).

“Offspring” means C. Saver Limited. Company details are set out in Clause 3 below;

“Offspring Profile” means an account opened and maintained according to these Terms of use;

“Payment method” – The payment mechanism you set up during registration which allows you to make contributions and for us to collect fees and charges.

“Personal Data” means any personal information provided by you via the Services;

“Savings and Current Accounts” means those accounts held with your bank and/or building society or similar organization and protected under the Financial Services Compensation Scheme (FSCS);

“Services” means the applications, websites, content, offers and services owned by Offspring or licensed to Offspring by its third-party licensors and made available to customers. Please note that these Services do not include any financial services products provided by third party companies that you might contribute towards via Offspring Profiles. Offspring is a service layer that sits above an individual’s bank, savings or investment account, Offspring is not FSCS protected. Contributions made via the Offspring App are facilitated through Mangopay, which is subject e-money regulations. Mangopay’s services are covered by Mangopay’s Terms and Conditions.

“Source Account” means the bank account that You use to provide funds into the E Wallet

“Submission” means any information you add to the Services such as any images, messages, data, emails or other communications;

“Users” means those using the Services collectively;

“You” means any individual using the Services;

3. Information about Us

C. Saver Limited, the company trading as Offspring, is registered in England and Wales under the company registration number 10861048 and with the registered office at 2nd Floor, 167-169 Great Portland Street, London, W1W 5PF, United Kingdom.

Offspring provides services to help families save for their children. We are not a bank and do not manage deposits or savings accounts. We do facilitate transactions to accounts that are operated by third party financial services companies authorised by the Financial Conduct Authority.

4. Use of the Services and your Offspring Profile

i) Registering an Offspring Profile

To open an Offspring Profile, you must be resident in the UK.

By opening an Offspring Profile, you agree that you are at least 18 years old and are legally capable of entering into binding contracts. Any personal information that you provide when you apply for an Offspring Profile must be true, accurate, current and complete.

Upon registration, or during the later use of the App, you are required to provide to Offspring the following:

- Name and Surname;
- Email;
- Mobile Phone Number;
- Birthday;
- Nationality;
- Country of Residence and Address;
- IBAN or BIC/Swift or Account and Sortcode;
- Copies of Personal Identification Documents (such as your Passport, ID, Driver License).

If you're providing information about another individual, we'll assume that you have told them that you are sharing their details and where they can find more information on how we may process their details.

- #### **ii) You will also be required to create an E Wallet with our trusted partner Mangopay. By creating a Mangopay account, You acknowledge and agree to be bound by Mangopay's Terms and Conditions and that You have at all times a direct contractual relationship with Mangopay in regards to the E**

Wallet account. The funds deposited in your E wallet are segregated funds from Mangopay's own funds and they will continue to be available at all times via Mangopay. Offspring has no direct control over these funds. The funds deposited with Mangopay are maintained in accordance with the E-Money Directive and legislation regarding the combating of money laundering and the financing of terrorism.

Click [HERE](#) to review Mangopay's Terms and Conditions.

- iii) The Controller will be the owner and administrator of the Offspring Profile and will be able to manage links to the underlying Beneficiary savings accounts, set goals and ask Contributors to contribute through the invite process. As Controller you will be responsible for ensuring the Offspring Profile is maintained with accurate details. You will be notified of any contributions made to the Beneficiaries' accounts through the Offspring App.
- iv) You can link any savings account provided it can accept electronic transfers of money. If you wish to link an ISA or JISA we can only accept links to cash based ISA and JISAs. Please note: not all banks accept contributions into ISA's from third parties, in this case C. Saver Limited / MangoPay even though it is your own money. This is a result of their own internal processes and not because of C. Saver / MangoPay capabilities. Please ensure your bank knows that contributions received, via C. Saver, in your ISA is your own money so they can process it appropriately.
- v) **Direct Debit Mandate:** After completing registration or at a later time, you will receive notice within the App requiring you to mandate a Direct Debit; to do so, the User will have to complete the provided Mandate form with your Bank details. The Direct Debit Mandate (the 'Mandate') using Single European Payment Area ('SEPA'), BACS, Faster Payments and international wire transfers allows the periodical automatic transfer of funds from your Source Account to your E Wallet for the purposes of using the Offspring Service. GC re Mangopay and C. Saver Ltd will be the names that appear as Creditor Reference Parties on your Bank statement.
- vi) The E Wallet will be denominated in pounds Sterling (GBP) and all payments into the beneficiary accounts will be paid in GBP from the E Wallet.

By signing the provided Mandate form, you thereby authorize:

- GC re Mangopay and C. Saver Ltd to send instructions to your Bank to debit your Source account, and
- Your Bank to debit your Source Account in accordance with the instruction from GC re Mangopay.

The Mandate reference number will be available to you after confirmation. You will always receive notice before being charged.

- vii) Except for people or businesses that Offspring has authorised to register accounts on behalf of their employees or clients, you agree that you will not register an account for anyone other than your own or that of your child.
- viii) Your password

You will have to provide us with your email address and set up a password when you open an Offspring Profile. Offspring will use and store these details, along with any other Personal Data you may supply, in accordance with our privacy policy.

- ix) Acceptable uses of the services

It's really important that you keep your password secure and confidential at all times, and that you restrict access to your computer or phone to prevent unauthorised access to your Offspring Profile. We will assume any transactions using your email address and password will have been authorised by you. Therefore, please inform Offspring immediately if you believe that your password or profile details have become known to anyone else.

Offspring is committed to ensuring that the Services remain safe for Users. By accessing and using the Services, you agree that you are responsible for the submissions which you submit and that you will only use the Services for lawful purposes.

Submissions which contain viruses, worms, corrupt files, Trojan horses or other forms of corruptive code or any other material which may compromise the Services are strictly prohibited.

Offspring has the sole discretion to determine whether any Submission is prohibited and you acknowledge that Offspring has the absolute right, but not the obligation, to examine any Submission and delete, move, edit and disable access to any Submission for any reason, at any time and without notice to you.

Offspring may, at its sole discretion and without notice to you, refer any matter to a law enforcement agency or court of competent jurisdiction where, in its reasonable opinion, it considers that any matter arising from your use of the Services is of a criminal or illegal nature.

You agree that you will not solicit, procure, collect or make use of the login credentials of any other Offspring User or Users. You are also responsible for the acts or omissions of any third parties who use your password to access your profile, whether fraudulent or

not, and you agree to reimburse us on demand for any loss we may suffer as a result of such use.

x) Profile termination

You may terminate your Offspring Profile at any time, by using the “delete account” functionality within the App. This will also close the E Wallet. Offspring will close both profiles and ensure any funds in the E Wallet are paid to the associated beneficiary account(s) before closure.

xi) Offspring reserves the right to terminate your Offspring Profile with 30 days’ notice if:

i) Your Offspring Profile is inactive for a consecutive period of 365 days or more

ii) And without notice if

- a. You register for membership using a non-existent email address or provide any personal information which is untrue, inaccurate or incomplete;
- b. You breach any of these Terms of use or any other policies or guidelines set out from time to time on the Services;
- c. You engage in any conduct which Offspring believes, in its sole discretion, to be harmful to its business or to other Users;
- d. Any Submission which you make or upload to the Services is the subject of any Notice of Infringement or Notice of Unlawful Activity;
- e. Offspring decides to sell its business or assets to a third party.

5. Changes to the Services and to these Terms of use

We expect to need to update these Terms of use from time to time to comply with law or to meet our changing business requirements. We will look to email you in advance to advise you of any changes. In certain circumstances, we may not be able to give you advance notice of such changes or amendments. In such circumstances we will always post them on our website where you can review them when you next visit the site. Your continued use of the Services will be deemed to be your acceptance of such changes.

For the benefit of doubt, modification and withdrawal of the Service will not affect any underlying financial services products linked to your Offspring Profile.

6. Your Personal Information

Offspring is committed to protecting your privacy. Our Privacy Policy sets out how Offspring will use your Personal Data. When you submit your Personal Data, you are giving your consent to the collection, use and disclosure of your Personal Data as set out in Offspring's Privacy Policy.

It's also important that you update any information on your beneficiaries account and that all information is provided for lawful purposes.

Offspring takes your privacy extremely seriously. If you wish your data to be deleted when your profile is closed, please notify customer services. If your Offspring Profile is terminated for any reason, Offspring reserves the right, without notice to you, to deactivate any hyperlink through which it may from time to time have given you to access your Offspring Profile and to permanently remove and discard any Submission you have made.

7. Ownership of Intellectual Property Rights

The Services contain material, including text, photographs and other images, which is protected by copyright and/or other Intellectual property rights. All intellectual property rights in the Services are owned by Offspring or its third-party licensors. Offspring owns all rights, title and interest in any materials comprising any Submission or any derivative work based on any Submission. The Services also contain trademarks, including the Offspring logo. All trademarks included on the Services belong to Offspring or its third-party licensors.

You may download, temporarily store and print hard copies of any of the pages of the Services for personal use, or for internal, non-commercial use. You may not:

- i) Systematically extract, copy or use any of the contents of the Services or use any data mining, robots or similar data gathering and extraction tools to extract any substantial parts of the Services;
- ii) Alter or adapt the text of the material on the Services or of any material copied or printed off or distributed from the Services;
- iii) Remove any copyright, trademark or other intellectual property notices contained in the original material copied, printed off or distributed from the Services;
- iv) Create or publish any database which features any substantial part of the Services;
- v) Access without authority, penetrate, interfere with, damage or disrupt any part of the Services or its security measures, any servers, other equipment or networks connected to the Service or on which it is stored or any software used in the provision of the Services, including by transmitting any worms, computer viruses,

malware, logic bombs, Trojan horses, spyware, harmful components or any other software, code or data of a corrupt, destructive, malicious or disruptive nature

- vi) Inject content or code or otherwise alter or interfere with the way any page of the Services is rendered or displayed in a user's browser or device.

8. Offspring's Liability to You

- i) Offspring has taken every care in the preparation of the content of the Services and that, as far as reasonably possible, all information provided is correct at the time of inclusion. However, Offspring cannot guarantee the accuracy of such information or that it will be up to date at all times.
- ii) The Services are provided on an "as is" and "as available" basis. Unless expressly stated in these Terms of use, Offspring makes no warranties of any kind, whether express or implied, in relation to the Services. Offspring also makes no warranty that the Services will meet your requirements or will be uninterrupted, timely or error-free, or that defects will be corrected. Whilst steps have been taken to ensure that the Services are free from viruses, Offspring makes no warranty in this regard and you are responsible for ensuring that you have appropriate virus checking software. Offspring does not accept any responsibility for and, to the fullest extent permitted by law, excludes any liability for, any loss or damage whatsoever arising from any use of, inability to use, or reliance on, the Services or any information provided on or from them.
- iii) If you are an individual using our Services, your statutory rights are not affected by anything set out in these terms.

This limitation on our liability does not exclude or limit in any way our liability:

- a) For death or personal injury caused by Offspring's negligence;
- b) For fraud or fraudulent misrepresentation;
- c) For any matter for which it would be illegal for Offspring to exclude or attempt to exclude our liability.

If you are a business using Offspring, please note that we will not be liable for: (i) loss of profits, sales, business or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation. Unless with prior written consent from Offspring, you agree not to use the Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Offspring does not provide any financial advice relating to the financial products linked to the Offspring Profile; and any queries or complaints about the underlying financial products should be addressed to the product provider

9. Third Party Links

Electronic links to the Services from any other Services are prohibited without our prior written consent. Requests should be addressed to support@offspringsaver.com.

The Services may provide links to third party services or may reference third party services for you to access at your own discretion. Please note that access to the content of any third-party websites or resources may be subject to terms and conditions imposed by the owner of that content which you should review before interacting via such websites or providing such third parties with information about yourself. Offspring does not endorse or accept any responsibility for the content of any third-party websites.

10. Transfer of Rights and Obligations

The contract between you and Offspring is binding on both parties' respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent. Offspring may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

11. Events Outside Our Control

Offspring is not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations under a contract that is caused by a Force Majeure Event. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Offspring's reasonable control and includes in particular (without limitation) the following:

(i) Strikes, lock-outs or other industrial action; (ii) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war; (iii) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (iv) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (v) Impossibility of the use of public or private telecommunications networks; (vi) The acts, decrees, legislation, regulations or restrictions of any government.

Offspring's performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and it will have an extension of time for performance for the duration of that period. Offspring will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

12. Waiver

If Offspring fails, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms of use, or if Offspring fails to exercise any of the rights or remedies to which it is entitled under these Terms of use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Offspring of any default shall not constitute a waiver of any subsequent default. No waiver by Offspring of any of these Terms & Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. Severability

If any of these Terms of use or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. Entire Agreement

These Terms of use and any document expressly referred to in them represent the entire agreement between you and Offspring in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement whether oral or in writing. You acknowledge that, in entering into a contract, neither you nor Offspring has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and Offspring prior to such contract except as expressly stated in these Terms of use.

15. Third Party Rights

A person who is not a party to these Terms of use shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these conditions.

16. Law and Jurisdiction

These Terms of use and any other legal notices contained from time to time in the Services and all issues arising from the Services are governed by English law. The English courts will have exclusive jurisdiction over any claim or matter arising from, or related to, a visit to the Services, and over any claim or matter arising under or in connection with these Terms of use provided that nothing in this Condition 16 shall limit our right to take proceedings against you in any other court of competent jurisdiction.

Consumers resident in Wales, Northern Ireland and Scotland may also bring claims in their own jurisdictions.

17. Fees and charges

17.1 Offspring Profile Fee:

There are currently no fees or other charges for using Offspring.

If there are any charges in the future, we will advise you in advance. We will maintain details of fees and any other charges on the [Offspring](#) website.

We make our money by working with the financial institutions who you save with and from retailers from who you purchase products.

17.2 Change in payment method

You agree to promptly notify Offspring of any changes to the Payment Method you provided. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions purchased by you.

In the course of your use of the Offspring features, Offspring and its third-party payment service provider may receive and use updated card information from your card issuer in order to prevent your contributions being interrupted by an outdated or invalid card. This disbursement of the updated card information is provided to Offspring and Offspring's third-party payment service provider at the sole election of your card issuer. Your card issuer may give you the right to opt-out of the update service. Should you desire to do so, please contact your card issuer.

18. Contact

If you have an enquiry or complaint about the Services, or simply wish to get in touch, you should contact our customer services team via our email [**support@offspringsaver.co.uk**](mailto:support@offspringsaver.co.uk) or by writing to us at C. Saver Ltd, 2nd Floor 167-169 Great Portland Street, London, United Kingdom, W1W 5PF

Where your issue relates to Mangopay services specifically, we will endeavour to support you in the resolution of your complaint or query.