#### Plum LISA Terms and Conditions - March 2025

#### Introduction

This agreement (the "Lifetime ISA Terms" or "LISA Terms") is between you, the customer ("Customer", "you", "your") and Saveable Limited, a company registered in England and Wales under company number 09777255 and registered at Floor 2, 2-7 Clerkenwell Green, EC1R 0DE, London ("Plum", "we", "us", "our").

These LISA Terms relate to the provision of certain services by Plum to you in relation to your Plum Lifetime ISA ("Plum LISA"; "LISA" or "Plum Lifetime ISA") and the LISA Services.

These LISA Terms act as an addendum to the <u>Plum General Terms and Conditions</u> that you read, and accepted. These LISA Terms, its subject matter, and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

You are entering into this agreement because you wish to receive the LISA Services from Plum, and any rights or obligations which you may have or be subject to under these LISA Terms are in addition to the rights and obligations arising under the Plum General Terms and Conditions to which you are a party. The Plum General Terms and Conditions will continue to apply to you when accessing and using the LISA Services. To the extent that any conflicts arise between the provisions of these LISA Terms and the Plum General Terms and Conditions in relation to the LISA Services, these LISA Terms will prevail.

Throughout this agreement, we use certain capitalised terms. A full list of these capitalised terms can be found in the Glossary of these LISA Terms. For any capitalised term not defined in the Glossary of these LISA Terms, the definition is the one given in the Plum General Terms & Conditions.

These LISA Terms contain important information that you need to read carefully and acknowledge. If you have any questions or doubts about any of the content in these LISA Terms, you should seek appropriate independent professional advice before opening your Plum Lifetime ISA.

There may be circumstances that require us to make changes to these LISA Terms and the charges being made. If a change we are proposing will be material to you, we will provide you with at least 30 calendar days' prior notice of that change, unless we need to make the change sooner because of legal or regulatory requirements in which case we will make the information available within one business day of making the change. If we make a change that is not material to you, we can make such a change immediately. By continuing to use the LISA Services, or by failing to notify us of your objection within the notice period, you agree to be bound by the revised LISA Terms.

Changes in this section mean changes to these LISA Terms. We do not, for example, mean any changes to interest rates or notice periods applicable to the Plum LISA. The interest rate may go up and down. We will notify you of any change to the interest rate subject to the Key Features Document ("KFD") of the LISA which is provided when you open your account and on the Plum website.

You can cancel your LISA within 30 calendar days. Your deposited funds will be returned in full, and the amount will not count towards your annual ISA limit.

If you close your LISA after 30 days, you can transfer it to another LISA provider (subject to their terms and conditions), and the government will not charge you a penalty.

However, if you close your LISA after 30 days and do not transfer out, the money will be withdrawn and made available in your Plum Wallet. In this case, the government will apply a 25% penalty on any withdrawal that is not an Eligible Withdrawal (first home purchase, retirement at age 60, or terminal illness—see Section 2.16), and the amount will still count towards your annual ISA allowance.

You will only earn a government bonus on contributions you make and not on any interest you earn on your LISA. Interest is accrued daily on the cleared balance held (government bonus and contributions) and paid monthly. The bonus interest rate we offer is calculated daily but paid after the 12 month anniversary of opening the LISA with Plum.

If you close or transfer out within the twelve (12) month period after opening your Lifetime ISA with Plum you will not be paid the Plum bonus and forfeit any interest earned that month that is not yet paid.

#### About us

Plum Money is a trading name of Saveable Limited, an entity authorised and regulated by the Financial Conduct Authority "FCA" with firm reference number 739214. The FCA's registered address is 12 Endeavour Square, London, E20 1JN. We can be contacted at <a href="mailto:help@withplum.com">help@withplum.com</a> or via the Plum App.

### 1. Plum Lifetime ISA

- 1.1. The Plum General Terms and Conditions relating to your Plum Account opening shall apply throughout your relationship with Plum, and, additionally, by opening a Lifetime ISA, the present LISA Terms will also apply.
- 1.2. In order to receive the LISA Services you must ensure that you have the Plum App and that you have opened a Lifetime ISA as well. Further information relating to how to open with us is provided in the Plum General Terms and Conditions and via our Website. When you open a Plum Lifetime ISA, you will be deemed to confirm that the representations and warranties contained in the Plum General Terms and Conditions are true and accurate, and each time you deposit or withdraw, you will be deemed to confirm that such representations

and warranties remain true and accurate.

- 1.3. You acknowledge and understand that holding a Plum Account and/or already using other services from Plum does not guarantee that you will be able to open a Plum LISA with us and receive the LISA Services.
- 1.4. Unless you have notified us of a lost or stolen device in accordance with the provisions in the Plum General Terms and Conditions, we are entitled to treat any deposits or withdrawals made via the Plum App as legitimate and rely on those deposits or withdrawals and you shall remain solely liable for any deposits or withdrawals that arise as a result.

#### 2. Plum Lifetime ISA Terms

- 2.1. Plum will provide the Lifetime ISA Services subject at all times to the provisions of these Lifetime ISA Terms. These Lifetime ISA Terms will govern all Transactions entered into by you under the LISA Services. It is a condition of opening a LISA that you agree to these LISA Terms and that you agree to comply with your obligations under these LISA Terms.
- 2.2. When opening your LISA, we may utilise the services of third-party service providers to verify your identity and you agree that we may share your personal data with such providers for this specific purpose.
- 2.3. Access to the LISA Services is provided to you at Plum's sole discretion. You acknowledge and agree that Plum may or may not, in its sole discretion, provide you with the LISA Services. Plum may add, modify or discontinue any feature, functionality or any other tool within the LISA Services at its own discretion and without further notice to you.
- 2.4. Plum will exercise all due skill, care and diligence in the performance of the LISA Services and it shall owe no other duties to you other than those duties to perform the LISA Services in accordance with this clause Plum shall be responsible for the performance of the LISA Services as expressly set forth in these LISA Terms and shall have no implied duties or obligations whatsoever.
- 2.5. You must be a UK tax resident, and pursuant to our General Terms and Conditions, 18 or over to subscribe to our LISA. You must be under 40 to open a LISA. If you hold a LISA and you cease to be a UK tax resident, you must inform us immediately.
- 2.6. You acknowledge and agree that you will be the sole beneficial owner of the LISA. You may only subscribe to an ISA from your own funds. You may also transfer other providers' LISAs you may have to this LISA.
- 2.7. The LISA Services will be provided on a non-advised basis, meaning that we will not provide you with any advice as to the merits of the Plum LISA product, transactions or whether it is suitable for you. We will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from us. You are solely responsible for any decisions taken in respect of any and all Transactions that you choose to enter or not enter into.

- 2.8. We may be required to obtain certain information from you such that we can comply with our obligations under applicable law and regulation and you agree to provide any such information that we may reasonably request in the format within which we request it. You may be denied access to the LISA Services until such time as we can obtain sufficient information from you to satisfy our obligations under applicable law and regulation. This information includes, but is not limited to, any information we need to verify your identity and any information we require for purposes of reporting to meet our regulatory obligations.
- 2.9. The LISA product and the related tax benefits are covered by the LISA Regulations, and are subject to all of the rights and restrictions in those regulations. If any difference arises between these terms and conditions and the LISA Regulations (e.g. due to a change in regulation), the LISA Regulations will take precedence.

## **Subscriptions**

- 2.10. Adding funds to your Lifetime ISA is done using funds held in your Plum Wallet, or directly from your bank account. Please consult the Plum App for more information.
- 2.11. You will be able to add funds to your Lifetime ISA until you are 50 years old.
- 2.12. Adding funds to your LISA is done using funds held in your Plum Wallet, or direct from your bank account. Please consult the Plum App for more information
- 2.13. You can open a LISA with us, and with other providers, within the same tax year. However, you can only contribute to one LISA per tax year. Your total contributions across all ISAs must not exceed your annual ISA allowance, and your LISA contributions must remain within the £4,000 LISA subscription limit per tax year.
- 2.14. You are responsible for ensuring that subscriptions to your ISA are within allowable limits set out in the LISA Regulations. If instructed by HMRC we will return any oversubscription without your further authority.
- 2.15. Additional LISA subscriptions (i.e. subscriptions to this LISA in excess of the annual LISA subscription limit as a result of the death of a spouse or partner) are not supported by this product.

#### **Withdrawals**

### 2.16. *Summary of Eligible Withdrawals:*

- i. purchase of your FIRST home, which has value of up to GBP four hundred and fifty thousand (GBP 450,000);
- ii. retire (over 60); or
- iii. terminally ill and have less than 12 months to live. In this case, you will need to contact Plum so as to arrange the exchange of the sensitive data that will support your case.

- iv. Please see <u>LISA Guidelines</u> for full details
- 2.17. Summary of *Ineligible Withdrawals and Penalty* 
  - i. You acknowledge and agree that any other reasons that do not fall under clause 2.16 above will be considered as ineligible and any withdrawal will incur a twenty five percent (25%) penalty on any money that you withdraw from HMRC.
  - ii. Even if the withdrawal is made for an eligible reason (i.e., the purchase of your FIRST home), if the amount you withdraw exceeds the value of the home, a penalty will be applied to any amount exceeding the purchase amount.
  - iii. Please see LISA Guidelines for full details

#### LISA Limits

- 2.18. You agree and acknowledge that you will not exceed your Lifetime ISA subscriptions, regardless of the reasoning (i.e. passing away of a spouse or a partner).
- 2.19. You are responsible for ensuring that subscriptions to your LISA are within allowable limits set out in the LISA Guidelines. If instructed by HMRC we will return any oversubscriptions without your further authority and/requiring your express approval for such a return.
- 2.20. You understand and agree that the limits may change from time to time as the HMRC decides. In that event, you and Plum will be bound to those limits.

# LISA Transfer In

# If transfer in is available in the app section 2.21-2.28 applies;

- 2.21. You may only transfer in a LISA from another provider in order to have a Plum LISA and not any other product (e.g., SIPP).
- 2.22. You can transfer another Lifetime ISA to Plum at any time. We aim to complete transfers of LISAs within fifteen (15) working days. Partial transfers-in for the current tax year, and previous years, are not accepted. We'll let you know if this changes.
- 2.23. Transfer ins are not eligible to receive the LISA government bonus.
- 2.24. Deposits made after your 50th birthday are not eligible for the government bonus but will earn interest.
- 2.25. Only full transfers-in for the current tax year and previous years are accepted.
- 2.26. If you want to cancel your LISA transfer to Plum from another provider, you will need to contact Plum. Note: It may be too late to cancel if your transfer has already been processed.
- 2.27. Transferring your LISA to Plum will not affect and/ or use up your ISA allowance for the current tax year, but contributions you have made in the current tax year will count towards

your annual Lifetime ISA subscription limit of £4,000.

2.28. You can transfer existing LISAs at any age.

## LISA Transfer Out

- 2.29. You can request us to transfer the total balance of your Lifetime ISAs, including subscriptions, earnings and earned government bonus, from another provider within the Plum App. We aim to complete transfers of LISAs within fifteen (15) working days provided that all the necessary documents are in place and we are satisfied in line with our regulatory obligations.
- 2.30. You can make a request to transfer out your LISA with Plum through Plum's customer support, <a href="help@withplum.com">help@withplum.com</a>. If you close your LISA with Plum or Transfer Out within the twelve (12) month period after opening your Lifetime ISA with Plum you will lose your bonus and forfeit any interest earned and not yet paid that month. You agree and acknowledge that only full transfers-out are accepted.
- 2.31. You will need to contact your new LISA plan manager to transfer out and make arrangements in accordance with their requirements. Your new LISA plan manager will need to contact us to arrange for the transfer.
- 2.32. The LISA Services will be provided on a non-advised basis, meaning that we will not provide you with any advice as to the merits of any particular LISA or Transaction or whether a particular LISA or Transaction is suitable for you. We will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from us. You are solely responsible for any decisions taken in respect of any and all Transactions that you choose to enter or not enter into.
- 2.33. You can transfer existing LISAs at any age.

### **HMRC Bonus**

- 2.34. The HMRC will contribute a twenty-five percent (25%) 'government bonus' to contributions you make into your LISA held, up to a maximum of £1,000 per year
- 2.35. You will only earn a government bonus on contributions you make and not on any interest you earn on your LISA.

## Lifetime ISA Termination

- 2.36. These Terms will remain in force until either you or us seek their cancellation in accordance with this clause.
- 2.37. Termination in the General Terms and Conditions is applicable here, wherever relevant.

- 2.38. Subject to these Terms, you can cancel your use of the Products and Services at any time by giving notice to us via email or via the Plum App.
- 2.39. Subject to the Premium Services Terms, we can immediately cancel our provision, without prior notice, of any of the Products and Services if:
  - i. your use of the Plum Account has been inactive for an extended period of time;
  - ii. you commit a material breach of these Terms;
  - iii. you commit a breach of the Terms of Website Use;
  - iv. a Default Event occurs in relation to you.
- 2.46. Depending on the reason for termination, we will inform you how the LISA account will be treated (i.e. transfer details).

# Closing your Plum LISA

- 2.40. We may terminate this agreement and close your LISA or any related service by providing you with a reasonable prior notice.
- 2.41. If compelled by law, we may terminate this agreement and close your LISA or any related service with immediate effect and without a prior notice.
- 2.42. You may be offered to transfer to an alternative LISA manager of your choice or on the closure date, all remaining cash you hold through Plum will be deposited in your Plum Wallet, unless we are required by law to freeze your Plum Account.
- 2.43. We may suspend, freeze, or close your Plum LISA, and in certain circumstances, without notice. We will lift the suspension and/or restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.
- 2.44. We may at any time suspend or close your LISA and/or end this agreement without notice if:
  - i. notifying you would be unlawful or compromise our reasonable security measures;
  - ii. you breach any provision of this agreement or documents referred to in this agreement;
  - iii. we are requested or directed to do so by any competent court of law, government authority, public agency, law enforcement agency or the FCA;
  - iv. we have reason to believe you are in breach of any applicable law or regulation; or
  - v. we have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity;
  - vi. allowing you to contribute or transfer in would breach legislation or HMRC and/or FCA rules; or
  - vii. the details you provided, including the declarations you accepted in opening your Plum Account or LISA are incorrect and, had your application been correct, we would not have accepted your application for a LISA with Plum.

- 2.45. We may, without prior notice or delay, terminate this LISA agreement immediately, if we are exposed to action or censure from any law enforcement actions by governments or regulatory bodies by providing you with the LISA or Service.
- 2.46. In such an event as noted above, you will be given the option to inform Plum whether you want your LISA to be transferred out or whether you would like the termination of your LISA and have the twenty five percent (25%) penalty from the HMRC.
- 2.47. If you are not happy with your choice of LISA within thirty (30) days of making your first deposit, you can close your LISA and you will not lose your right to deposit in another LISA for that tax year. If you would like to take advantage of this thirty (30) day rule, you must contact Plum Customer Service via the Plum App or via email at <a href="help@withplum.com">help@withplum.com</a>. When you close your LISA, our reports to HM Revenue & Customs reflect the correct position.

#### **Deceased LISA holder**

- 2.48. If you pass away, the tax benefits of your Lifetime ISA will remain for the benefit of your beneficiaries.
- 2.49. If you pass away, additional transfers of funds in your Lifetime ISA with Plum will not be possible. Your Lifetime ISA in this case becomes a "continuing account of a deceased investor" and will remain open with Plum until:
  - i Your estate is settled; or
  - ii Your executors close the account; or
  - iii Three years pass from the day that you have passed away.
- 2.50. Further to the period of three years as mentioned above in 2.49, the account will be closed any subsequent interest will be taxable to the estate of the deceased (former Plum customer).
- 2.51. Even though the benefits of the LISA will remain, the LISA funds will be subject to inheritance tax in the event that a deceased person's LISA funds are passed to beneficiaries.
- 2.52. Clause 12 above and tax treatment may vary according to each individual's personal situation

### 3. Lifetime ISA Product Features

- 3.1. Your money and investments will be pooled with those belonging to other customers in accordance with the FCA Client Money Rules in Client Bank Accounts and kept separate from Plum's own corporate money. If you ever had a claim, such a claim would be for your proportionate share of the pooled money.
- 3.2. In all instances where we use third party banks, it is important to note that we are not responsible for any acts, omissions or default of such a bank. Our duty to keep your money

- safe relates to taking care of our choice and monitoring of such a bank. We carry out extensive checks on these banks and treat any issues very seriously.
- 3.3. You will receive the rate of interest offered by Plum as shown in the Plum App at the time. Plum will retain the difference (if any) between the interest or fees received from the underlying third party banks and the amounts paid on your product.
- 3.4. Interest is accrued daily on the cleared balance held and paid monthly. The bonus interest rate we offer is calculated daily but paid on the 12 month anniversary of opening the LISA with Plum.
- 3.5. The eligibility criteria may change from time to time at our sole discretion. We will inform you at least 14 days in advance if the eligibility criteria change.
- 3.6. From time to time Plum may offer additional bonus interest rates for certain customers. Any additional bonus interest will be treated as interest and paid in accordance with the specific terms supplied by Plum.
- 3.7. You can only withdraw interest that has been paid into your account. If you wish to withdraw mid-month, you will forego any interest earned that month.
- 3.8. Interest will not be earned on any transfer until the transfer itself is fully completed this means we have received both the funds and the transfer confirmation from the former provider.
- 3.9. There may, on occasion, be additional money paid to your LISA, including any bonus offering. The structure of these offerings will be clearly explained to you when they are introduced, and information on them will be available in the most recent Key Features Document ("KFD") of the LISA.

### 4. Fees and Taxes

- 4.1. We reserve the right to deduct any funds from your Plum LISA or your Plum Wallet to satisfy your obligation to pay us any amount under these LISA Terms. All fees you may have to pay to us are listed on the Plum Website, Fees.
- 4.2. Plum may, at any time and without prior notice to you, set off any liability of yours to us under these LISA Terms against any liability of ours to you under these LISA Terms, whether either liability is present or future, liquidated or unliquidated. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of setting it off.

### 5. Complaints

5.1. Should you have any complaint(s) in relation to the Products and Services, please notify us in accordance with this clause. Your complaint will be acknowledged within one (1) Business Day after receipt and arrange for the matter to be investigated in accordance with

the applicable laws and rules of the FCA.

- 5.2. In the first instance please contact Plum at help@withplum.com. If your complaint relates to a service provided by Plum and not by a Third Party Provider of Plum, we will immediately carry out an investigation of your complaint in line with our complaints policy and will provide a written response, communicating the outcome of the investigation with you.
- 5.3. If your complaint relates to a service provided by any of our Third Party Providers, we will notify them of your complaint, they will investigate the complaint and we will then respond to you with a final response no later than by the end of eight (8) weeks after receipt of the complaint.
- 5.4. Complaints must be submitted to us either via email or via our help widget in our in-app.
- 5.5. If your complaint is unresolved or not settled to your satisfaction within the applicable timeframe, you may refer it directly to the Financial Ombudsman Service (FOS) within six (6) months of the date of the sent (or should have been sent) final response to you.

Details of the FOS:

# **Financial Ombudsman Service**

Address: Exchange Tower London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

**Telephone Numbers:** 0800 023 4567 (helpline), 0207 964 1000 (switchboard), +4420 7964 1000 (for calls from outside the UK), 020 7964 1001 (main fax) 0300 123 9 123

(calls to this number cost no more than calls to 01 and 02 numbers)

Website: www.financial-ombudsman.org.uk

### 6. Protections

- 6.1. Plum Money is authorised by the Financial Conduct Authority (FCA) to hold client money but we're not a bank. This means that in different scenarios your money is protected in different ways. We segregate client money from our own money in accordance with the FCA Client Money rules.
- 6.2. Plum deposits your money with third party banks. These banks are covered by the FSCS and, in the event one of them fails, you would be eligible to claim up to £85,000 per person per bank for any shortfall in money. Plum would make the claim to the FSCS on your behalf in relation to savings products and the claim may take up to three months to settle. Please note the £85,000 limit applies in aggregate to the total amount of money held by you at any one bank, whether it is deposited by Plum, by other providers, or by you directly with the bank.
- 6.3. For the purpose of the FCA Rules, which require us to categorise our customers, we will categorise you as a 'retail client' in accordance with the FCA's client categorisation criteria. This means that you are entitled to the protections provided for Retail Clients under the FCA

Rules and relevant legislation. If you would like further information on the nature of these protections, please ask us by email.

#### 7. Communications

- 7.1. You can give us instructions electronically through WithPlum. Where we do act on your instructions we will do so promptly. We will not act on any instruction if it would be illegal or contrary to any rule or regulation for us to do so.
- 7.2. We may communicate with you about your LISA at any time through the Plum App or, where appropriate SMS and email.
- 7.3. We may act on any instruction which we reasonably believe to be from you. We will not be liable if we carry out an instruction which is not genuine or for not investigating any instruction we reasonably believe to be genuine. We will not be liable for any error of transmission or misunderstanding, or for the fraud of any other party except in the case of our negligence, wilful default or fraud. We are not obliged to acknowledge receipt of your instructions.
- 7.4. We will send all notices, information and other correspondence to you by email and/or at the email address you have provided for your Plum Account or such other email address as you may designate from time to time. In the event any notice, information or other correspondence is sent to you by letter, the letter will be sent to the current postal address you have recorded in your Plum Account and will be deemed to be delivered on the second Business Day after posting.
- 7.5. We may record and monitor our communications with you. We will store relevant communications for at least the period required by law.
- 7.6. We cannot guarantee that electronic communications between us will be successfully delivered. We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost, not delivered, delayed, intercepted, corrupted or otherwise altered.
- 7.7. All communications between us will be in the English language.

### 8. Instructions given via WithPlum

- 8.1. When you use and interact with WithPlum to select and/or make changes to your LISA and LISA Services such use and interaction will constitute your instructions to us.
- 8.2. These LISA Terms set out our obligations and duties with respect to instructions in relation to our LISA and LISA Services. You understand and agree that you, and no one else, may send any instructions or authorizations in connection with your LISA and our LISA Services.
- 8.3. You acknowledge and agree that all instructions sent from you, will be effective when they are received by us. When we receive an instruction from you, we will use all reasonable

- endeavours to ensure that the instruction is executed as accurately and as soon as possible.
- 8.4. Where a delay occurs in transmitting an instruction due to factors outside of our reasonable control (including, without limitation, where WithPlum is unavailable), we will ensure that your instruction is executed as soon as reasonably possible. However, we will not otherwise be responsible for any delay. In such circumstances, please contact <a href="help@withplum.com">help@withplum.com</a>.

# SCHEDULE 1

# **GLOSSARY**

FCA	has the meaning given in the About Us section.
FCA Client Money Rules	means the rules and guidance as made or amended by the FCA from time to time in respect of the holding and safeguarding of customer funds, as currently set out in the Client Assets Sourcebook section of the FCA Handbook of Rules and Guidance.
FCA Rules	means the rules of the FCA as documented in the FCA Handbook from time to time.
FCA Safe Custody Rules	means the rules and guidance as made or amended by the FCA from time to time in respect of the holding and safeguarding of customer assets, as currently set out in the Client Assets Sourcebook section of the FCA Handbook of Rules and Guidance.
Fees	means any fees, commissions or similarly payable to us under the Plum LISA Terms in respect of the LISA Services, as these are listed on the Plum Website from time to time.
LISA Guidelines	https://www.gov.uk/lifetime-isa
LISA Services	the provision of the LISA product as set out by these terms
LISA Regulations	The Individual Savings Account Regulations 1998 ( as amended)
Plum LISA	a type of account that offers tax-free interest/return. That means you will be able to keep all of the interest/return you earn, as long as you abide by the conditions of the account.
Plum Account	means the notional account which will encompass the totality of the services we will provide to you, and through which you will manage money.
Plum App	has the meaning given in the Introduction.
Plum Wallet	means an e-money wallet, the primary pocket in your Plum Account where funds originating from your Personal Account(s) are deposited to and withdrawn from.
Plum Wallet	means an e-money wallet, the primary pocket in your Plum Account where funds originating from your Personal Account(s) are deposited to and withdrawn from.
Transaction	adding or removing money from your LISA.
Retail Client	has the meaning given in the FCA Rules.

Website	means https://withplum.com/
WithPlum	means the interface we provide to access Plum LISA and LISA Services and any other product or service offered by us from time to time.