

# Exacard Prepaid Terms and Conditions

Last modified: 10 october 2011

**IMPORTANT INFORMATION:** Please read this Agreement carefully before activating your Account.

## 1. Definitions & Interpretation:

<b>“Account”</b>	the pre-paid electronic money account associated with a Card;
<b>“Additional Card”</b>	any additional card which is issued to a person any time after the successful registration of an Account;
<b>“Additional Cardholder”</b>	a person who holds an Additional Card;
<b>“Agreement”</b>	this Agreement of open-ended duration between you and us incorporating these terms and conditions, as amended from time to time;
<b>“Authorised”</b>	act of authorising the payment transfer by using the Card together with (i) the PIN Code or with (ii) the CVX Code and expiry date or with (iii) the signature of the Cardholder;
<b>“Available Balance”</b>	the value of unspent funds loaded onto your Account and available to use;
<b>“Business Day”</b>	Monday to Friday, 0900hrs to 1700hrs CET, excluding bank and public holidays in Gibraltar;
<b>“Card”</b>	any or all of the following, as the context suggests: (1) a Primary Card (2) an Additional Card (3) a Virtual Card; (4) a Personalised Card; (5) an Instant Card and (5) any card provided by us to you as replacement for a Card;
<b>“Customer”</b>	the person who has applied successfully for a Payment Service and has been issued at least one Card by us and who is the legally and financially responsible person for the Payment Services;
<b>“Fees &amp; Limits Schedule”</b>	the schedule contained herein;
<b>“Fee”</b>	any fee payable by the Customer, as referenced in the Fees & Limits Schedule;
<b>“Instant Card”</b>	a pre-paid instant issue non-personalised card that can be used subject to the lower specified Instant Card limits on loading, transactions and redemption;
<b>“KYC”</b>	Know Your Customer, requirements for knowledge of and information on customers of regulated entities or for regulated activities;
<b>“Late Redemption Fee”</b>	a fee for late redemption where specified in the Fees and Limits Schedule;
<b>“Limitation Period”</b>	means the period following the Expiry Date specified in the Fees & Limits Schedule;
<b>“Merchant”</b>	a retailer or any other person that accepts e-money;
<b>“Payment Services”</b>	means all payment and e-money services and any related services available to the Customer and/or Additional Cardholder(s) through the use of the Account and/or Card;
<b>“Personalised Card”</b>	a physical pre-paid personalised payment card which may be used for on-line and off-line Transactions;
<b>“Primary Card”</b>	the first Card issued by us to the Customer in response to registration of the Account, this can include either a Virtual Card and/or an Instant Card or Personalised Card;

<b>“Reload”</b>	to add money to your Account;
<b>“Systems”</b>	MasterCard or Visa as the case may be and as shown on your Card;
<b>“Transaction”</b>	realising or attempting to make: (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of the Payment Services, including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Personalised Card plus any transaction fees charged by ourselves or any third party in connection with your cash withdrawal;
<b>“User”</b>	the person authorised to use the Payment Services;
<b>“Username and Password”</b>	a set of personal codes selected by the Customer to access their Payment Services;
<b>“Virtual Card”</b>	a non-physical pre-paid electronic payment card, the use of which is limited to on-line purchases or on the phone or mail order;
<b>“we”, “us” or “our”</b>	Exacard as the Program Marketer and Transact Network Limited as the e-money issuer;
<b>“you” or “your”</b>	the Customer and/or any person over 18 years of age who has been provided with a Card by the Customer for use as an Additional Cardholder in accordance with these Terms and Conditions.

## 2. Contact Us:

Your Cards can be managed online at [www.exacard.com] or call [0900-7775557] to report your Cards lost or stolen.

## 3. Your Agreement, Card and Account

- 3.1. Your Card is issued and the Payment Services are provided by Transact Network Limited, a registered company in Gibraltar, Company Registration No. 96561. Authorised and regulated as an e-money issuer by the Gibraltar Financial Services Commission. Registered Office: Suite 51, Victoria House, 26 Main Street, Gibraltar.
- 3.2. The Services are operated by [Exacard] who act as a [Payment Services Agent] on behalf of the issuer, Transact Network Limited.<sup>1</sup>
- 3.3. MasterCard is a registered trademark of MasterCard International Incorporated. Visa is a registered trademark of Visa International.
- 3.4. These terms and conditions govern the relationship between us and you for the provision of the Payment Services by us to you. This Agreement also contains important warnings and information that may affect your rights and your ability to recover your money. By activating your Account, you shall be deemed to have accepted and fully understood the terms and conditions set out in this Agreement and you agree to comply with these by your use of the Card and/or by indicating your acceptance.
- 3.5. Your Card is not a credit card and is not issued by a bank. When you purchased your Card, you had the option of an Instant Card, a Virtual Card or a Personalised Card. If you purchased a Virtual Card, you may upgrade for a fee at any time to a Personalised Card. When you upgrade, you will have the option of keeping your Virtual Card account open or closing it and only using your Personalised Card. Regardless of the type of Card(s) you have, you will have only one Account where your Available Balance is located.

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<sup>1</sup> Delete/amend if not applicable.

- 3.6. Your Payment Services will not be activated unless we have been provided with the required information so that we may identify you and can comply with all applicable KYC and anti-money laundering requirements. We shall keep records of such information and documents in accordance with all applicable legal and regulatory requirements.
- 3.7. You may Reload subject to the limits provided by the Fees & Limits Schedule. We reserve the right to vary these limits and to decline any Reload at any time. A Reloading Fee applies.
- 3.8. Reference to a currency (e.g. Euros € or Sterling £) shall mean that amount or the local currency equivalent in which your Card is denominated.
- 3.9. The Available Balance on your Card and/or Account will not earn any interest.
- 3.10. The Payment Services are prepaid payment services and not a credit or bank product, you must therefore ensure that you have a sufficient Available Balance to pay for each purchase, payment or cash withdrawal that you make using the Payment Services (including value added tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed and the Transaction amount exceeds the Available Balance, you must repay us the amount of such excess immediately and we shall be entitled to stop any existing or subsequent Transactions from proceeding.
- 3.11. This Agreement does not give you any rights against a System, its affiliates or any third party.
- 3.12. Only persons over 18 years of age are entitled to register for the Payment Services. However, if you are the Customer you may allow the Payment Services to be accessed by your own child (or a child of whom you are the legal guardian) who is under 18 years of age in accordance with clause 5.8. Transactions by persons under 18 years of age may not be allowed by some Merchants. In all cases, you shall be responsible for any use of the Payment Services by such persons.<sup>2</sup>

#### **4. Service Limits**

Transactions may be restricted by Card type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to safeguard your Account and meet our regulatory obligations.

#### **5. Use of the Payment Services**

- 5.1. You can use the Payment Services up to the amount of the Available Balance for Transactions at Merchants of the relevant System. If the Available Balance is insufficient to pay for a Transaction, some Merchants will not permit you to combine use of a Card or Account with other payment methods.
- 5.2. Your Card (other than the Virtual Card) can be used to make cash withdrawals from ATMs and banks who agree to provide this service, as listed in the Fees & Limits Schedule (subject to any maximum set by the relevant ATM operator or bank), unless we inform you otherwise.
- 5.3. The value of each Transaction and the amount of any fees or charges payable by you under this Agreement will be deducted from the Available Balance.
- 5.4. Once a Transaction is Authorised it cannot be withdrawn. Within the EEA we will ensure transfer of the payment to the payment service provider of the Merchant within three Business Days, from and including the 1<sup>st</sup> January 2012, we will ensure transfer of the payment within one Business Day. If the payment service provider of the Merchant is located outside the EEA, we will effect payment as soon as possible.
- 5.5. In order to protect you and us from fraud, Merchants and ATM operators will seek electronic authorisation before processing any Transaction. If a Merchant or ATM operator is unable to get an electronic authorisation, they may not be able to authorise your Transaction.

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<sup>2</sup> Delete if not applicable.

- 5.6. We may refuse to authorise any use of the Payment Services which could breach these terms and conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or un-permitted use of the Payment Services.
- 5.7. The Payment Services will incur fees based upon the Fees & Limits Schedule. A Transaction Fee is payable in respect of each Transaction. A Cash Withdrawal Fee is payable in respect of cash withdrawals made at ATMs using your Card. In addition, your withdrawal may also be subject to any applicable fees, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.
- 5.8. As the Customer, you may apply to us for up to 3 Additional Cards, for use by Additional Cardholders on your account. Additional Cardholders whom are your children or you are their legal guardian must be 13 years old or older and Additional Cardholders whom are not your children or you are not their legal guardian must be 18 years or older. It is a condition of any registration for an Additional Card that you, as the Customer, acknowledge that we accept no responsibility or liability of any kind whatsoever for use of any Additional Card by any Additional Cardholder for illegal Transactions and/or Transactions not authorised by you. If you successfully register, we will send you an Additional Card, for which we will charge an Additional Card Fee. Upon receipt of the Additional Card, you may give the Additional Card to the Additional Cardholder for their use, subject to:
- i. you providing them with a copy of these terms and conditions (which will then bind both of you);
  - ii. the Additional Card then being used only by that person;
  - iii. you retaining the Primary Card;
  - iv. you informing the Additional Cardholder that you have retained the Primary Card and that you are still able to use the Account;
  - v. us obtaining such further information and documentation in order to enable us to comply with all applicable KYC and anti-money laundering requirements.
- 5.9. As the Customer you may apply to us for up to 3 Additional Cards which are Personalised Cards for use by Additional Cardholders on your account provided that your Primary Card is also a Personalised Card. Your application for Additional Cards which are to be Personalised Cards for use by Additional Cardholders and our acceptance of such a request is subject to the same Additional Card requirements set out in Clause 5.8 above.
- 5.10. You (the Customer) will remain responsible for the use of the Payment Services, and for any fees and charges incurred by the Additional Cardholder(s), and you will continue to be regarded as the holder of any funds already or subsequently loaded on the Account. The use of a Card in relation to which an Additional Cardholder has been registered will be regarded as confirmation that you have provided the Additional Cardholder with these Terms and Conditions and they have accepted them. You will remain responsible for any Transactions, cash withdrawals from ATMs, fees and charges incurred by your Additional Cardholders. Your Cards will have a shared purse from which all Transactions and fees will be deducted.<sup>3</sup>
- 5.11. Your ability to use or access the Payment Services may occasionally be interrupted, for example if we need to carry out maintenance on our systems. Please contact Customer Services via our website to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve any problem.
- 5.12. If enabled, you will have the option to transfer your Available Balance from your Card or Account to other Cards and Accounts. If you instruct us to make a transfer from your Account to another Account, the requested amount will be debited from your account and credited to the account you have instructed us to transfer your Available Balance to. You will incur an Account Transfer Fee for this transaction.

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<sup>3</sup> Delete if not applicable.

## 6. Condition of Use at Certain Merchants

- 6.1. In some circumstances we or Merchants may require you to have an Available Balance in excess of the Transaction amount. For example, at restaurants you may be required to have 15% more on your Card than the value of the bill to allow for any gratuity or service charge added by the restaurant or you.
- 6.2. In some circumstances Merchants may require verification that your Available Balance will cover the Transaction amount and initiate a hold on your Available Balance in that amount, examples include rental cars. In the event a Merchant places a pre-authorisation on your Account, you will not have access to these funds until the Transaction is completed or released by the Merchant which may take up to 30 days.
- 6.3. If you use your Card at a fueling station, subject to Merchant acceptance, your Card may need to be pre-authorized for £40 or more. If you do not use the whole pre-authorization or do not have Available Balance to obtain a pre-authorization, it is possible that the pre-authorized amount will be held for up to 30 days before becoming available to you again.
- 6.4. Some Merchants may not accept payment using our Payment Services. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using our Payment Services.

## 7. Managing & Protecting Your Account

- 7.1. You are responsible for your Card, any Username, PIN number and Account passwords. Do not share your Card or Account security details with anyone.
- 7.2. You must keep your Account, PIN, Username and Password safe, and separate from your Card or any record of your Card number and not disclose it to anyone else. This includes:
  - i. memorising your PIN as soon as you receive it, and destroying the post mail or other authorised communication used to transmit it to you;
  - ii. never writing your PIN on your Card or on anything you usually keep with your Card;
  - iii. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching;
  - iv. not disclosing your PIN to any person, except that you may disclose the PIN orally (but not in writing) to a person authorised (by clause 5.8) to use your Card or Account
- 7.3. The user of the Card(s) must sign the signature strip on any Personalised Card immediately when received. If your Card permits cash withdrawals (see Clause 3.3), we will provide the Customer by post or other approved method with a Personal Identification Number (PIN) for use with your Card. You will need this PIN in order to make cash withdrawals from an ATM or at a bank.
- 7.4. If you forget your PIN, you should contact Customer Services for a replacement PIN, which will be sent out to the Customer. A Pin Replacement Fee will be charged if your PIN has to be re-mailed to you due to failure to keep us notified of your correct primary address.
- 7.5. The Customer already held or created a Username and Password when ordering a Primary Card. You will need this Username and Password to perform the following functions in relation to your Payment Services online:
  - i. changing your registered details;
  - ii. checking the amount of Available Balance;
  - iii. checking Transaction details;
  - iv. requesting an upgrade or Additional Card (when available);
  - v. reporting your Card as lost or stolen;
  - vi. changing your Username or Password.

- 7.6. The Payment Services may only be used by the Customer or any Additional Cardholder.
- 7.7. Other than as specified in 7.6, you must not give the Card to any other person or allow any other person to use the Payment Services. You must keep the Card in a safe place.
- 7.8. Failure to comply with clause 7.2 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at clause 14.
- 7.9. If you believe that someone else knows your Account or Card security details, you should contact us immediately.
- 7.10. Once any Card on your Account has expired or if it is found after you have reported it as lost or stolen you agree to destroy your Card(s) by cutting them in two through the magnetic strip.

## 8. Identity Verification

- 8.1. If you enter into Transactions over the internet, some websites require you to enter your name and address. In such cases you should supply the most recent address which has been registered with us by the Customer as the Account address. The Account address is also the address to which we will send any correspondence.
- 8.2. The Customer must notify us within 7 days of any change in the Account address or your other contact details. You can notify us by updating your profile online or by contacting Customer Services who may require you to confirm such notification in writing. You will be liable for any loss that directly results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud. We will need to verify your new Account address and shall request the relevant proofs from you.
- 8.3. We reserve the right at any time to satisfy ourselves as to your identity and home address (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us to perform electronic identity verification checks directly or using relevant third parties.

## 9. Communications Regarding Your Account

We will not send you a paper statement unless requested. However, you can check your Available Balance and Transaction history at any time by logging on to your account. The online service is free and you can subscribe to different forms of Account statements there.

## 10. Cancelling the Payment Services

- 10.1. If you are the Customer and you wish to cancel the Payment Services at any time, you must request cancellation online by sending an e-mail to [\[info@exacard.com\]](mailto:info@exacard.com) informing us of your wish to cancel and to claim a refund of your unused funds. You must e-mail us from the e-mail address you provided when registering your Account. Our Customer Services department will then suspend all further use of your Payment Services.
- 10.2. Once we have received all the necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed, we will refund to the Customer any Available Balance less any fees and charges payable to us, provided that:
  - i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
  - ii. we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- 10.3. Once the Payment Services have been cancelled, it will be your responsibility to destroy your Card(s).

- 10.4. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or fees incurred using the Card(s) or we receive a reversal of any prior funding transaction, we will notify you of the amount and you must immediately repay to us such amount on demand as a debt.

## **11. Right to Cancel (“Cooling-Off”)**

You have a right to withdraw from this Agreement under the following conditions:

- 11.1. where you purchased the Payment Services by mail order, internet, fax, digitally or by email then you have a “Cooling Off” period of 14 days beginning on the date of the successful registration of your Account to withdraw from this Agreement and cancel the Payment Services, without any penalty but subject to deduction of any reasonable costs incurred by us in the performance of any part of the provision of services before you cancel. You must contact us within this 14 day period and inform us that you wish to withdraw from this Agreement and you must not use the Payment Services. We will then cancel the Payment Services and reimburse the amount of Available Balance on the Account to the Customer. However, we reserve the right to hold Available Balance for up to 30 business days from receipt of your instructions before returning the balance, to ensure that details of all transactions have been received. If you used a credit or debit card to purchase and/or load your Card or Account, we may hold your funds for a reasonable period as is required to prevent any chargeback of your credit or debit card.
- 11.2. After the Cooling Off period you may only cancel the Payment Services as described in clause 10 above.

## **12. Expiry & Redemption**

- 12.1. Your Card has an expiry date printed on it. The funds on your Account will no longer be usable following the expiry date of the most recent Card that was issued under the Account (“Expiry Date”).
- 12.2. You may not use your expired Card(s) after the Expiry Date.
- 12.3. If a Card expires before your Available Balance is exhausted, you can contact Customer Services to request a replacement Card, provided you do so 14 days before the Expiry Date and subject to payment of a fee (where specified).
- 12.4. Notwithstanding any Expiry Date your funds are available for redemption by contacting us at any time before the end of the Limitation Period. After the Limitation Period your funds will no longer be redeemable to you.
- 12.5. Provided that your request for redemption is made less than 12 months following the Expiry Date redemption will not incur any Late Redemption Fee. In the event that you make a request for redemption more than 12 months after the Expiry Date and before the Limitation Period a Late Redemption Fee may be charged.
- 12.6. Additional Cardholders’ Cards will expire on the Expiry Date as shown on the Customer’s Primary Card.
- 12.7. We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If we do so, clause 12.3 will not apply. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee as set out in the Fees & Limits Schedule.
- 12.8. We shall have the absolute right to set-off, transfer, or apply sums held in the Account(s) or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

## **13. Termination or Suspension of Your Account**

- 13.1. We may terminate your use of the Payment Services with prior notice of at least 2 months.

- 13.2. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services at any time, without prior notice:
- i. in the event of any fault or failure in the data information processing system;
  - ii. if we reasonably believe that you have used or are likely to use the Payment Services, or allow them to be used, in breach of this Agreement or to commit an offence;
  - iii. if any Available Balance may be at risk of fraud or misuse;
  - iv. if we suspect that you have provided false or misleading information;
  - v. by order or recommendation of the police or any relevant governmental or regulatory authority.
- 13.3. If any Transactions are found to have been made or charges or fees incurred using your Card after any action has been taken by us under clause 13.1, the Customer must immediately repay such amounts to us.

#### **14. Loss or Theft of your Card.**

- 14.1. You are responsible for protecting your funds as if they were cash.
- 14.2. You should treat your funds like cash in your wallet and look after it accordingly. If you lose your Card or it is stolen, you may not be able to recover the funds on your Account, in just the same way as you would usually not be able to recover cash which you lose or which is stolen from you.
- 14.3. If your Card is lost or stolen or if you think someone is using the Payment Services without your permission or if your Card is damaged or malfunctions:
- i. you must contact us as soon as possible and you must provide us with your Account or Card number and either your Username and Password or some other identifying details acceptable to us so that we can be sure we are speaking to you; and
  - ii. provided we have obtained the Customer's consent to close the Account, we will then provide the Cardholder with a replacement Card with a corresponding new Account loaded with an amount equivalent to your last Available Balance.
- 14.4. You will be liable for the first [£50 <sup>4</sup>] of losses arising from any Transactions that take place prior to your notifying us (whether or not they were made with your permission). You will not be held liable for any losses once you have notified us of loss or theft unless we reasonably determine that you have acted in accordance with clause 16.1.ii.f - in which case you shall be liable for all losses.
- 14.5. Once we have been notified of any loss or theft, we will suspend the Payment Services as soon as we are able, to limit any further losses. We can only take steps to prevent unauthorised use of the Payment Services if you can provide us with the Account or Card number and Username and Password or if you can produce sufficient details to identify yourself and the relevant Account.
- 14.6. Replacement Cards will be posted to the most recent Account address registered by the Cardholder. Failure to provide the correct address will result in a Card Replacement Fee.
- 14.7. If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately destroy the found Card by cutting it in half through the magnetic stripe.
- 14.8. You agree to help us, our agents, regulatory authorities and the police if your Card is lost, stolen or if we suspect that the Payment Services are being misused.

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<sup>4</sup> insert currency limit for the country of the consumer as per local implementation of the PSD

## 15. Fees & Foreign Exchange

- 15.1. The Payment Services will incur fees and charges as set out in the Fees & Limits Schedule for which you shall be responsible. These vary depending on the products you use and from time to time in accordance with that Schedule.
- 15.2. We will deduct any value added tax, and other taxes, charges and fees due by you to us from the Available Balance. If there is no Available Balance, or value added tax and other taxes, charges and fees incurred exceed the Available Balance, you must pay us the excess immediately.
- 15.3. If you use the Payment Services in a currency other than the currency in which the Payment Services are denominated, the amount deducted from your Available Balance will be the amount of the Transaction converted to your Account currency using a rate set by the System on the date the Transaction is processed. Please refer to the MasterCard or Visa website (as applicable) for more information. You may also be charged a Foreign Exchange Charge as set out in the Fees & Limits Schedule.

## 16. Our liability

- 16.1. Subject to clauses 16.2 and 14.4;
- i. neither party shall be liable to the other for indirect or consequential loss or damage (including without limitation loss of business, profits or revenues), incurred in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
  - ii. we shall not be liable:
    - a if you are unable to use the Payment Services as set out or for any reason stated in clauses 4 and 10;
    - b for any fault or failure beyond our reasonable control relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing systems;
    - c if a Merchant refuses to accept a Transaction or fails to cancel an authorisation or pre-authorisation;
    - d for the goods or services that are purchased with your Card;
    - e for any loss, fraud or theft that is reported more than 13 months following the event;
    - f where you or an Additional Cardholder acted with undue delay, fraudulently or with gross negligence (including where losses arise due to your failure to keep us notified of your correct personal details).
- 16.2. To the fullest extent permitted by relevant law, and subject to clause 14.4, our total liability under or arising from this Agreement shall be limited as follows:
- i. where your Card is faulty due to our default, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Balance;
  - ii. where sums are incorrectly deducted from your Available Balance due to our fault, our liability shall be limited to payment to you of an equivalent amount; and
  - iii. in all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.
- 16.3. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.
- 16.4. No party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

## 17. Payment Disputes

- 17.1. If you believe that a deduction has been made from your Available Balance by mistake or you wish to make a complaint, you should contact us immediately:
- i. in relation to a Transaction or deduction you must contact us within 30 days and confirm the disputed Transaction by writing, setting out full details of the Transaction and your reason for disputing it.
  - ii. in relation to complaints, they will be dealt with in accordance with our Customer Service Procedures, a copy of which will be sent to you on request. If we are unable to resolve any complaint, you may contact the [Department of Consumer Affairs of Gibraltar, 10 Governors Lane, Gibraltar<sup>5</sup>].
- 17.2. You must provide us with all receipts and information that are relevant to your claim.
- 17.3. If our investigation shows that we have incorrectly deducted money from your Available Balance, we shall refund the amount to you. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Balance. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.
- 17.4. In relation to any dispute between the Cardholder and a Merchant, provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. We may charge you a Chargeback Processing fee as referenced in the Fees & Limits Schedule for any such assistance we may give you with any such dispute. If there is an un-resolvable dispute with a Merchant in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction and will have to resolve this directly with the relevant Merchant.

## 18. Personal Data

- 18.1. We are the data controller for your personal data and will process personal data given to us in connection with your Account in order to administer your Account and provide you with services relating to the Account and this Agreement.
- 18.2. We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. We may provide personal data supplied by you to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union where different data protection standards may apply. We may also disclose your personal data as required by law or any competent authority.
- 18.3. By agreeing to these terms and conditions, you acknowledge and agree to our processing of your personal data in this way.
- 18.4. You have the right to receive certain information concerning the personal data we hold about you (for which you may be charged a fee), and to rectify such data where it is inaccurate or incomplete.
- 18.5. You have also seen our Privacy Policy document and acknowledge and agree to the provisions thereof (as amended from time to time).

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<sup>5</sup> Insert consumer protection agency or financial services complaints department/ombudsman for the territory if permitted or required

- 18.6. If you have elected to opt in to receive email and SMS marketing, we may share your information with third parties so they can contact you directly by telephone or email about their products and services.

## 19. Changes to the Terms and Conditions

We may update or amend these terms and conditions (including our Fees & Limits Schedule). Notice of any changes will be given on the website or by notifying the User by e-mail or by means of mobile device at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2 month notice period, you acknowledge that you indicate your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using the Payment Services immediately in accordance with our cancellation policy (see clause 10).

## 20. Miscellaneous

- 20.1. We may assign our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 2 month's written notice. This will not adversely affect your rights or obligations under this Agreement.
- 20.2. We do not intend that any of the terms of this Agreement will be enforceable by a person not a party to it, except that Systems and their affiliates may enforce any right granted to it under this Agreement.
- 20.3. Any waiver or concession we may allow you will not affect our strict rights and your obligations under this Agreement.
- 20.4. The Customer [and any Additional Cardholders]<sup>6</sup> agree that they will not use the Payment Services in an illegal manner and you agree to indemnify us against any claim or proceeding brought about by such illegal use of the Payment Services
- 20.5. This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## 21. Regulation & Law

- 21.1. The Payment Services, Card and Account are payment products and not deposit, credit or banking products, as such they are not covered by the Gibraltar Deposit Guarantee Scheme. We are required by law to safeguard your funds. However, in the unlikely event that we become insolvent, the Payment Services and any Available Balance may lose their value and become unusable, and accordingly you may lose any funds loaded onto your Account.
- 21.2. To the fullest extent permitted by law and without affecting your legal rights as a consumer, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of Gibraltar and the courts of Gibraltar shall have exclusive jurisdiction in relation to the same.

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<sup>6</sup> Delete if not applicable.

**SCHEDULE 1**

**Fees and Limits Schedule[INSERT INCLUDING LIMITS ON INSTANT CARDS]**