

## 360money Splash Plastic Card Terms and Conditions

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE AGREEMENT OF YOUR 360MONEY CARD. BY ACTIVATING YOUR CARD YOU ACCEPT THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 20 OF THIS AGREEMENT. IF YOU ARE UNDER 18, WE RECOMMEND THAT YOU SPEAK TO YOUR PARENT OR GUARDIAN BEFORE ACTIVATING YOUR CARD.

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### 1. DEFINITIONS

**360money Account Number** - This is your unique personal Account number, and is found on the back of your Card.

**360money e-voucher** - A paper voucher bought at any PayPoint outlet, which is loaded with the amount of money credited to it.

**Account** - The electronic Account associated with your Card.

**Account Information Services** – An online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks.

**Agreement** - This Cardholder Agreement as varied from time to time.

**Authorised Account Information Services Provider** – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

**Available Balance** - Value of funds loaded onto your Card and available for use.

**Card** - The 360money prepaid Card issued to you under this Agreement.

**Card Number** - The Card number on the front of your Card.

**Cardholder** - You, the person entering into this Agreement with us.

**Customer Services** - The contact centre for dealing with queries and requests for services in relation to your Card. Contact details for Customer Services can be found in paragraph 20. Your network provider may charge a fee for calling Customer Services.

**EEA** – Is the European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

**e-money** - The electronic money associated with your Card.

**Mastercard** - Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York 10577 USA

**Merchant** - A retailer, or any other person, firm or corporation that accepts Cards which display the Cirrus® and/or the Maestro® Acceptance Marks.

**My Account** – The area on the Website that allows you to register for online access to your Account.

**PayPoint** - A retail network provider of cash collection services displaying the PayPoint logo.

**PIN** - Personal identification number for use with the Card.

**Regulator** – Means Financial Conduct Authority in the UK or another European financial services regulator.

**Restricted Card** – A Card with spending limits.

**we, us or our** - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883, SWINDON, SN3 9EA.

**Working Day** – Our working days are Monday to Friday but does not include bank or public holidays in England.

**Website** - [www.mysplashcard.co.uk](http://www.mysplashcard.co.uk)

**you, your** - The Cardholder.

### 2. SCOPE OF THIS AGREEMENT

**2.1** Your Card is an e-money prepaid card. This is not a credit, charge or debit card.

**2.2** Your Card has been issued by us pursuant to a licence from Mastercard International Incorporated. The Card is an electronic money product and the electronic money associated with it is provided by us and will be in Pounds Sterling. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010). Mastercard is a registered trademark of Mastercard International Incorporated. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Mastercard International Incorporated or its affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The Card remains our property.

**2.3** This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

**2.4** You agree that we may communicate with you by e-mail, SMS or via My Account for issuing any notices or information about your Account or Card and therefore it is important that you register for My Account and ensure you keep your e-mail address and mobile phone number updated via My Account.

**2.5** If you wish to make use of an Authorised Account Information Services Provider to provide you with Account Information Services on your Account, you may do so provided that you have signed up to use My Account and your Account is active. We advise that before using an Authorised Account Information Service Provider, you ensure that the Authorised Account Information Service Provider is authorised by a Regulator to provide Account Information Services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share your My Account credentials with the Authorised Account Information Service Provider each time an access to your Account is required for them to provide you with Account Information Services. You should always consider the implications of sharing your My Account credentials and your personal information.

**2.6** If an Authorised Account Information Services Provider requests access to your Account to provide you with Account Information Services using your My Account credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Account Information Service Provider and can only refuse access in certain circumstances.

**2.7** If we refuse to provide access to an Authorised Account Information Services Provider to your Account, we will inform you immediately after refusal to explain why, unless that would break the law or we have security reasons not to do so.

**2.8** If you do not wish to use Account Information Services provided by an Authorised Account Information Service Provider on your Account, you simply refuse to provide your consent or refuse to share your My Account credentials with an Authorised Account Information Service Provider.

### **3. PURCHASE, RECEIPT AND ACTIVATION OF CARDS**

**3.1** The application fee related to the Card is outlined at paragraph 11 of this Agreement.

**3.2** You may only apply for a Card if you are resident in the UK, and you may hold up to five Cards per household at any one time. As the applicant you are responsible for all additional Cards issued under this Agreement and any fees or charges that these Cards may incur.

**3.3** We will issue your Card to you on the basis of the information that you have provided. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information by visiting the Website or calling Customer Services. In particular, you should always keep us informed of any changes to your email address.

**3.4** If we are unable to satisfactorily verify your identity and address from information provided by you at the time you apply for a Card we may issue you with a Restricted Card or decline your application.

**3.5** On Restricted Cards the maximum balance that can be held at any one time is £1,000. There is a total spending limit of £3,000 per year (12 months starting on first transaction) of which no more than £1,000 can be cash machine withdrawals and a monthly spending limit of £1,000. There is also a single debit transaction limit of £600 and a daily cash machine withdrawal limit of £100.

**3.6** You will not be able to apply for any additional Cards if you hold a Restricted Card. If you are issued with a Restricted Card you will have the option to upgrade to a non-Restricted Card by providing satisfactory documentation as proof of identity and address. Also, we may require you to provide your documents as proof of identity and address within 12 months of having a Restricted Card. If you are unable to provide your documents we may block your Card.

**3.7** Your Card will be posted to your home address, and will be loaded with any initial value that you credited to your Card when you applied for it. You should receive your Card within 10 Working Days of your application.

**3.8** When you receive your Card, you must sign it immediately, and then call Customer Services to activate it. When you call Customer Services you will need to select the "Card activation" option from the menu. You will then be asked to quote your Card Number and the activation code which you will find on the letter that came with your Card. You will also be requested to provide us with some details to confirm your identity.

**3.9** You will be given your PIN when you activate your Card. You should never reveal your PIN to anybody. We will not reveal your PIN to a third party. If you forget your PIN you can reset it by contacting Customer Services.

**3.10** You can change your PIN at cash machines displaying the Mastercard® Acceptance Mark and that have a PIN change facility. When you change your PIN, you must not select a PIN that may be easily guessed, such as a number that:

**3.10.1** is easily associated with you, such as your telephone number or birth date;

**3.10.2** is part of data imprinted on the Card;

**3.10.3** consists of the same digits or a sequence of running digits; or

**3.10.4** is identical to the previously selected PIN.

#### **4. USE OF CARDS**

**4.1** A non-Restricted Card can be used at any Merchant. (fees apply, see paragraph 11), a Restricted Card can be used for making transactions in GBP currency and at any Merchant within the UK and Luxembourg that accepts GBP. You can authorise transactions on your Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the transaction by signature of the receipt. Please be aware that you may not usually stop a transaction once it has been authorised as at this point it is deemed to be received by us. We may refuse to execute a transaction if the transaction is unlawful or fraudulent and/or you do not have sufficient Available Balance. If we refuse to execute a transaction, you can check the Account to ensure there was enough Available Balance to cover the transaction, or can ask us why we have not executed a transaction by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the transaction. You will be responsible for all transactions where you or any additional Cardholder authorise such transaction, regardless of the manner of such authorisation.

**4.2** Cards can be used to make withdrawals at cash machines bearing the Cirrus® or Maestro® Acceptance Marks (fees apply, see paragraph 11). Subject to paragraph 3.5 you can withdraw up to £250 per day but some cash machines may have lower limits. Please note that extra cash machine fees in addition to those shown at paragraph 11 may be charged by certain cash machine providers.

**4.3** Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the full amount of each transaction and authorisation, plus any taxes and charges that are applicable including any additional cash machine charge if any (the "full deductible amount"). The full deductible amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the full deductible amount exceeds the Available Balance or after the expiry date of the Card. If, for any reason, a transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the full deductible amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**4.4** You can check your balance and transaction history for free by visiting My Account and by calling Customer Services.

**4.5** Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

**4.5.1** Hotels and rental cars - As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.

**4.5.2** Restaurants - You will need to have an Available Balance equivalent to the total cost of the meal plus any service charge that could be added to your bill.

**4.5.3** Internet Merchants - Certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of these variances on cleared funds when checking your balance and ensure that funds are always available to cover your purchases.

**4.5.4** In-flight purchases - Merchants may not be able to authorise your transaction if they cannot obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.

**4.6** Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.

**4.7** Your Card cannot be used at self service petrol pumps. You can use your Card to pay by taking it to the cashier.

**4.8** The Available Balance on your Account will not earn any interest.

**4.9** We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions at paragraph 15 of this Agreement. If we do so, we will give you back your e-money in accordance with paragraph 7 of this Agreement.

**4.10** For Cardholders under 18 years of age the following applies:

**4.10.1** Before applying, any applicant under 18 years of age should have obtained approval from a parent or guardian.

**4.10.2** Cards must not be used for any purpose for which the Cardholder has not attained the minimum age e.g. gambling, adult entertainment.

**4.10.3** We will monitor activity on Cards issued to customers under 18 years of age. Any use of the Card which is considered to be unlawful may result in the Account being suspended in accordance with paragraph 15.2.3.

**4.10.4** We reserve the right to request proof of age at any time. Failure to provide proof of age may also result in the account being suspended.

**4.11** We will make your monthly Account statements available on My Account free of charge and every month we will either email you or send an SMS to notify you that your My Account has been updated.

## **5. TOP UP OF YOUR CARD**

**5.1** You may top up a non-Restricted Card up to a maximum balance of £3,500 per Card provided that the total balance of all Cards in your household does not exceed £4,500 at any time. Restricted Cards are subject to monthly top up limit of £1,000 and a maximum of £600 in any one day.

**5.2** Unless otherwise stated, top-ups will be credited to your Available Balance when we receive your money which is usually on the next Working Day following the day on which you make the top-up payment. You can top up your Card in the following ways:

**5.2.1** Within any Post Office® branch, PayPoint outlet or any retailer participating in the 360money top up scheme. Locations can be found on the Website. You will need to hand over your Card and your payment to the value you wish to top up. Your Card will either be swiped or scanned and the top up completed. Always remember to ask for your receipt and check the top up amount. If you notice an error you must go back to the Post Office® branch or PayPoint location where the top up was made. The maximum per top up is set at £500; the minimum per top up is £5 (Post Office®) and £10 (PayPoint). PayPoint top-ups will usually be credited to your Available Balance immediately. Fees apply, see paragraph 11.

**5.2.2** Using a 360money e-voucher. These can be purchased from PayPoint outlets. The maximum 360money e-voucher top up at any one PayPoint outlet is £100 and the minimum is £10. When you activate your 360money e-voucher it will be credited to your Available Balance and will usually be available to spend within one hour.

**5.2.3** Standing order or bank transfer mandate up to a maximum of £3,500 for non-Restricted Cards and £1,000 for Restricted Cards. Forms and instructions are available on the Website and you will need your Account Number. In certain circumstances we may ask you for identification for transfers above £600 before we apply the money to your Account. The top-up will be credited to your Available Balance when we receive your money which can take up to four Working Days.

**5.2.4** If you have a non-Restricted Card, you can top up your Card online using a debit or a credit card to a maximum value of £500 per day (min £20). Only one debit or credit card can be used to top-up your Account. You must have registered your debit or credit card with your bank for 'Mastercard Secure Code' or 'Verified by Visa' to use this service. If you change details of your debit or credit card we may ask for additional time to approve your top up. The address of the debit or credit cardholder must match the address given when your 360money Card was purchased. The top-up will be credited to your Available Balance when we receive your money which is usually two Working Days after you make the top-up payment (fees apply, see paragraph 11).

**5.3** You are unable to top up a Restricted Card using a credit or debit card.

**5.4** We reserve the right to suspend or terminate the right to top up your Card at anytime without notice.

## **6. CARD EXPIRY**

**6.1** The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. If you would like to apply for a replacement Card please contact Customer Services. Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 7.

**6.2** No transactions will be processed once your Card has expired.

**6.3** If your Card has been used in the eight weeks prior to the expiry date, we'll send a new Card free of charge to your registered address.

**6.4** If your Card has not been used in the eight weeks prior to the expiry date, we'll send you an email asking whether you would like to renew your Card or instead reclaim the outstanding Available Balance (if any).

**6.4.1** If you opt to have your Card renewed, you'll be issued a new Card (fees apply, see paragraph 11).

**6.4.2** If you tell us you do not want your Card renewed we will close your Account on the expiry date. If there is an outstanding Available Balance on the Card at expiry, this will be sent to your registered address by cheque within 30 days of the closure of your Account (subject to paragraph 6.5).

**6.4.3** If you do not reply to the email, we'll close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of six years from the expiry date. Within this period, you can request a refund anytime by contacting Customer Services. We will not return any funds remaining on the Card longer than six years after expiry of the Card.

**6.5** If you have a Restricted Card, we may be required by regulation to establish your identity before redeeming money from your Card.

## **7. REDEEMING E-MONEY**

**7.1** If you would like to redeem any unused funds on your Card you will be charged a fee to cover redemption costs on each occasion that you redeem, if you redeem all or part of your balance at the following times:

**7.1.1** before the expiry date of your Card or replacement Card;

**7.1.2** before you or we terminate this Agreement prior to the Card expiry date;

**7.1.3** more than 12 months after:

(i) your Card or replacement Card expires; or

(ii) this Agreement is terminated, (as applicable). You will be reminded of this fee before redemption.

**7.2** You may redeem funds subject to the provisions described in paragraph 7.1 as long as:

**7.2.1** we believe you have not acted fraudulently; and

**7.2.2** we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

**7.3** You can obtain redemption of any unused funds by contacting Customer Services. You will be charged a redemption fee of £5, or the total Available Balance if lower than the redemption fee. All redemptions will be paid by cheque.

**7.4** Any redemption shall be made together with a pro-rata refund of any activation fee that you may have paid in advance with respect to the Card (if applicable).

## **8. CARDHOLDER LIABILITY AND AUTHORISATIONS**

**8.1** We may restrict or refuse to authorise any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

**8.2** Where appropriate, any refusal to authorise a transaction will be relayed to you via the Merchant concerned.

**8.3** You must sign your Card as soon as you receive it and keep it safe. You must also keep safe any security information or credentials related to your Card or Account.

**8.4** You should never:

**8.4.1** allow a third party other than additional Cardholders and an Authorised Account Information Service Provider to use or access your Account; or

**8.4.2** allow another person to use your Card; or

**8.4.3** write down your password(s), PIN or any security information related to your Account and Card unless you do this in a way that would make it impossible for anyone else to recognise any of that information; or

**8.4.4** disclose your PIN or any security information related to your Account and Card, or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise; or

**8.5.5** disclose or make available your My Account credentials to a third party unless the third party is an Authorised Account Information Service Provider and you want to use Account Information Services provided by them; or

**8.4.6** enter the PIN in any cash machine that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

**8.5** You will be responsible for all the transactions which you or any additional Cardholders authorise, whatever the manner of such authorisation.

**8.6** You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Card.

**8.7** You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors, and service providers and their group companies for and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of your Card or PIN by or authorised by you.

**9. LOST, STOLEN OR DAMAGED CARDS**

**9.1** You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet.

**9.2** In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services so that we can stop your Card and PIN. In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to you contacting Customer Services.

**9.3** Provided that you have given notification in accordance with paragraph 9.2 and that paragraph 9.4 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card, we will replace your Card and transfer the last Available Balance onto it. Alternatively, your Available Balance can be redeemed to you, unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the Card will be delivered to your home address (fees apply, see paragraph 11).

**9.4** In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement, then you shall be liable for all losses,

**10. TRANSACTIONS MADE IN FOREIGN CURRENCIES**

**10.1** If you make a transaction in a currency other than Pounds Sterling (a “foreign currency transaction”), the amount deducted from your Account will be converted to Pounds Sterling on the day we receive details of that foreign currency transaction. We will use a rate set by Mastercard® which will be available on each Working Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a transaction is made and the time it is deducted from your Available Balance. For transactions made within the EEA and in an EEA currency you can find out the Mastercard exchange rate by emailing Customer Services. We will charge a foreign exchange fee for all foreign currency transactions (see paragraph 11).

**11. FEES**

**11.1** Your Card is subject to certain fees and restrictions as follows. The core fees detailed below relate to the core bundle of services that we provide to you in relation to your Card.

<b>Core Fees</b>	
<b>Application</b>	
Card Application Fee	£5.00
Annual Account Maintenance Fee	£4.95 (first year in advance)
Internet Registration	FREE
Call Centre Registration	£4.95
Monthly Management Fee	FREE
<b>Ongoing</b>	
Merchant Transaction Fee	2.5%
Online gambling and betting transactions	1%
Cash Machine Cash Withdrawal	£1.50 (For withdrawals over £50 an additional 2% surcharge will apply)
Top up - Post Office® / PayPoint	30p per £10
Top up - Credit / Debit cards	2.5% (subject to min £1.50 fee. Minimum top up £20. Maximum top up £500/day)
Top up - Cheque	FREE

Top up at other 360money network locations	Fees vary by retail outlet
Wage and Bank Transfers	FREE
Phone Balance Enquiry	FREE
Internet Balance Enquiry	FREE
On-line Statement	FREE
Foreign Exchange Fee for cash machine withdrawals	2.5%
Foreign Exchange Fee for Merchant Transactions	1%
Forgotten PIN	£1.00
Replacement / Additional card	£5.00
General customer service calls	Charges at local rate by network provider
Redemption Fee (if applicable)	£5.00

**11.2** We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the Available Balance, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**12. UNAUTHORISED AND INCORRECT TRANSACTIONS**

**12.1** If you have a reason to believe that any of the transactions for which your Card was used are unauthorised by you or any additional Cardholders or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the transaction. We strongly recommend that you check My Account on a regular basis and notify us by contacting Customer Services, but in any event within 13 months of the date of the relevant Transaction. Please be aware that any delay in notifying us makes it more difficult to obtain evidence as to whether the transaction was authorised.

**12.2** We will by the end of the next Working Day refund the unauthorised amount including any fees and restore your Account to the position it would have been in if the unauthorised transaction had not taken place.

**12.3** We are not obliged to refund the unauthorised sums to you if we have reason to believe you or any additional Cardholders have acted fraudulently and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the transaction was unauthorised, we will refund the sums to you straight away.

**12.4** We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any fees, to your Account.

**12.5** You will be liable for all unauthorised transactions made from your Account if you or any additional Cardholders have acted fraudulently or deliberately or with gross negligence failed to keep your Card or Card security information safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that your Card or security information related to your Card has been lost or stolen.

**12.6** You will not be liable for unauthorised transactions from your Account after you have told us that your Card has been lost, stolen or compromised.

**12.7** Where you have agreed that another person in the European Economic Area can take a payment from your Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment for renting a car or booking a hotel room), you can ask us to refund a payment, which we will refund to you within 10 Working Days of our receipt of your request if all the following conditions are satisfied:

**12.7.1** the authorisation you gave did not specify the exact amount to be paid;

**12.7.2** the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

**12.7.3** you make the refund request within eight weeks of the date when the payment was charged to your Account.

**12.8** We may ask you to provide information as is reasonably necessary to verify that conditions in 12.7.1 – 12.7.3 are satisfied.

**12.9** If you ask us to make a refund under paragraph 12.7 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 12.8, within 10 Working Days of the date we receive that information) we will either:

**12.9.1** refund the payment in full; or

**12.9.2** tell you the reasons why we do not agree to the refund.

**12.10** You will not be entitled to a refund under paragraph 12.7 if:

**12.10.1** you have given us your consent for the payment to be made; and

**12.10.2** where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or

**12.10.3** if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

**12.11** If funds have been paid in to your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so you can't spend it.

**12.11.1** We don't have to tell you before we take the money back or put a hold on the money.

**12.11.2** If funds goes into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

### **13. VARIATION**

**13.1** We may change this Agreement, including charges, fees and limits, by providing you with at least two months prior notice by email (provided that you have supplied us with an up-to-date email address) and will ensure the most recent version is always available on the Website.

**13.2** You may terminate your Card any time within the two month notice period if you do not agree with the changes to the Agreement. However, in the event that you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

**13.3** There are some situations where we can make changes to this Agreement and we don't have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:

**13.3.1** If the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.

**13.3.2** We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.

### **14. CANCELLATION**

**14.1** You may cancel your Card before activating it and up to 14 calendar days after the date of activation ('the cancellation period') without giving a reason by writing to Customer Services at the address given in paragraph 20 of this Agreement. This does not apply to replacement Cards where the cancellation period for the original Card has expired.

**14.2** Upon cancellation, we will refund to you, the application fee and any Available Balance on your Card within 30 days.

**14.3** You may terminate your Card any time after the cancellation period by exercising your rights under paragraph 15.4. You will not be charged for cancelling your Card, however a redemption fee will apply if you choose to redeem the Available Balance on your Account (see paragraph 11).

### **15. TERMINATION OR SUSPENSION**

**15.1** We can terminate this Agreement at any time:

**15.1.1** if we give you two months prior notice and refund the Available Balance to you; or

**15.1.2** with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

**15.2** We can suspend, block or cancel your Card and/or Account at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:

**15.2.1** we discover that any of the information that you provided to us when you applied for your Card was incorrect; or

**15.2.2** a transaction has been declined because of a lack of Available Balance; or

**15.2.3** you have breached this Agreement or we have reason to believe that you or any additional Cardholders have used, or intend to use the Card and/or Account in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of third parties; or

**15.2.4** we suspect or to prevent suspected unauthorised or fraudulent use of your Card, Account or any security credentials related to your Card or Account; or

**15.2.5** you have reached your Card limit; or

**15.2.6** we believe that this is necessary for security reasons; or

**15.2.7** any legal obligations require us to do so.

**15.3** In the event that we do suspend, block or cancel your Card and/or Account then if are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the transaction if a suspension has taken place.

**15.4** You can terminate this Agreement at any time by contacting Customer Services.

**15.5** In the event that any additional fees and/or charges are found to have been incurred on your Card following termination by either you or us, then, subject to other provisions of this Agreement, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We shall send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding

## **16. OUR LIABILITY**

**16.1** Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

**16.1.1** we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at cash machines, maximum withdrawal limits set by cash machine operators and failure of data processing systems;

**16.1.2** we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

**16.1.3** where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

**16.1.4** where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

**16.1.5** in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 12;and

**16.1.6** in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

**16.2** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

**16.3** To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

**16.4** The above exclusions and limitations set out in this paragraph 16 shall apply to any liability of our affiliates such as Mastercard, or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

**16.5** In the event of suspected or actual fraud or security threat to your Card or Account, we will use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity for security purposes.

## **17. YOUR INFORMATION**

**17.1** You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change to your personal details by contacting Customer Services.

**17.2** We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 1998 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with this Agreement, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will record that an entry has been made.

**17.3** We may contact credit reference agencies to check your identity, and they will add details of our search to your record. You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our affiliates, agents, distributors, and suppliers including Mastercard and its affiliates to process transactions and for their statistical research and analytical purposes. We may use or share your personal data for direct marketing purposes. If you do not wish to receive any marketing material please select “marketing opt out” in your online My Account or contact Customer Services. Where applicable we may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity.

**17.4** You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

**17.5** You have a right to inspect the personal data we hold about you. For further information please contact Customer Services.

**17.6** If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

**17.7** If you allow or give consent to an Authorised Account Information Service Provider to access your Account to provide you with Account Information Services, you should know that we have no control over how an Authorised Account Information Service Provider will use your information nor will we be liable for any loss of information after an Authorised Account Information Service Provider have access to your information.

**17.8** You consent to us in using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

## **18. COMPLAINTS PROCEDURE**

**18.1** Complaints regarding any element of the service provided by us should be sent in writing or by calling Customer Services.

**18.2** All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

**18.3** If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR; phone 0800 0234567). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**18.4** The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card. We will however safeguard your funds so that if we become insolvent the e-money issued by us is protected.

## **19. GENERAL**

**19.1** Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

**19.2** If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

**19.3** You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

**19.4** No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save that Mastercard and its affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 16.4 may enforce paragraph 16.

**19.5** This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017. You can obtain a copy of this Agreement at any time by visiting My Account or the Website.

**19.6** This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

**20. CONTACTING CUSTOMER SERVICES**

If you need assistance, you can contact Customer Services by telephoning +44 (0)333 4569569 between the hours of 8.00am and 7.00pm on Monday to Friday or 9.00am to 5.00pm on Saturday, or by writing to Customer Services at 360money, PO BOX 3883, SWINDON, SN3 9EA, or by e-mailing [customerservices@360money.com](mailto:customerservices@360money.com). A Lost and Stolen service is also available 24 hours on the Customer Services phone number.

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