

GIFTLI GIFT TOKEN AND PRE-PAID MASTERCARD
TERMS AND CONDITIONS

INTRODUCTION

This website/app is owned and operated by Park Retail Ltd (registered in England with company number 402152) ("**Park Retail**").

Park Retail is a subsidiary of Appreciate Group plc. (registered in England with company number 1711939) ("**Appreciate Group**").

Both Park Retail and Appreciate Group have their registered office at Valley Road, Birkenhead, Merseyside, CH41 7ED and throughout this privacy policy these companies shall together be referred to as "**our/us/we**".

These terms and conditions (Parts 1 and 2) together with our website/app terms and conditions, privacy policy and cookie policy (all of which can be accessed on this website/app) set out the basis on which you visit and use our website/app and place orders.

Please read them carefully as they contain important information and by visiting and using our website/app you agree that you have read, understand and agree to them.

If you want to ask Us anything about these terms and conditions (Parts 1 or 2) or have any comments on or complaints about this website/app then please contact us using the contact details shown on this website/app.

HOW DO THE GIFTLI GIFT TOKEN AND PRE-PAID MASTERCARD WORK TOGETHER?

1. Giftli is a platform that allows a person ("**Gift Sender**") to purchase a Giftli gift token ("**Gift Token**").
2. The Gift Token is subject to its own terms and conditions which can be found at Part 1 of these terms and conditions (starting on page 2).
3. The Gift Token is then sent to another person ("**Gift Recipient**"), with or without a personalised message, by either the Gift Sender themselves or by Us.
4. The Gift Recipient then exchanges the Gift Token for a Select Virtual Online Shopping Card (powered by Mastercard) ("**Pre-paid Mastercard**"), allowing the Gift Recipient to shop online at a selected list of major retailer websites in the UK (the Pre-paid Mastercard cannot be used in high street stores).
5. The Pre-paid Mastercard is subject to its own terms and conditions which can be found at Part 2 of these terms and conditions (starting on page 5).

PART 1
GIFTLI GIFT TOKEN
TERMS AND CONDITIONS

HOW DOES GIFTLI WORK?

1. Giftli is a platform that allows a person ("**Gift Sender**") to purchase a Giftli gift token ("**Gift Token**").
2. The Gift Token is then sent to another person ("**Gift Recipient**"), with or without a personalised message, by either the Gift Sender themselves or by Us.
3. The Gift Recipient then exchanges the Gift Token for a Select Virtual Online Shopping Card (powered by Mastercard) ("**Pre-paid Mastercard**"), allowing the Gift Recipient to shop online at a selected list of major retailer websites in the UK (the Pre-paid Mastercard cannot be used in high street stores).
4. The Pre-paid Mastercard is subject to its own terms and conditions which can be found at Part 2 of these terms and conditions.

GIFT TOKEN

5. The Gift Token is:
 - a. a prepaid financial payment instrument that is activated once purchased;
 - b. only able to be exchanged for a Pre-paid Mastercard;
 - c. valid for a period of 2 years from the date of purchase by the Gift Sender and following this date any unused value will be lost.
6. The Gift Token is not:
 - a. an electronic money product and so is therefore not regulated by the Financial Conduct Authority or Prudential Regulation Authority;
 - b. a credit or debit card and is therefore not in any way connected to a bank account; or
 - c. provided with any protection under the Consumer Credit Act 1974 or the Financial Services Compensation Scheme.
7. Please note that, as detailed within Part 2 of these terms and conditions, the Pre-paid Mastercard is an electronic money product and so is regulated by the Financial Conduct Authority (but not the Prudential Regulation Authority). Accordingly, once the Gift Token is exchanged for a Pre-paid Mastercard, those additional regulations apply.
8. After the Gift Sender places an order for a Gift Token, and it is accepted by us, the Gift Sender will receive an order confirmation email, confirming that the Gift Token has been delivered. Our contract with the Gift Sender will come into effect at that point.
9. To place an order for a Gift Token the Gift Sender must be at least 18 years old and resident in the UK. As detailed within Part 2 of these terms and conditions an individual must also be at least 18 years old and resident in the UK to exchange the Gift Token for a Pre-paid Mastercard.
10. We reserve the right to decline the use of any Gift Token which has not been validly purchased according to our procedures.

DELIVERY OF THE GIFT TOKEN

11. The Gift Token is created shortly after the order is accepted, following which it can be delivered from us:
 - a. to the Gift Sender together with a shareable link for the Gift Sender to forward to the Gift Recipient by SMS, email, WhatsApp, Messenger or other messaging service of the Gift Sender's choosing; or
 - b. directly to the Gift Recipient immediately or as scheduled by the Gift Sender by either SMS, email or other messaging service we shall provide from time to time.
12. The Gift Sender is solely responsible for the accuracy of all contact information provided when placing the order and we bear no liability in the event that an error causes a Gift Token to be delivered to the incorrect person or not delivered at all.
13. We will make every effort to deliver the Gift Token within 2 hours of payment. However, delays may occur due to, including, but not limited to:
 - a. unforeseen issues or events outside our control (for example; an interruption to or failure of computer equipment);
 - b. credit or debit card payment processing delays; and/or
 - c. our fraud control procedures.

14. We bear no liability to the Gift Sender or Gift Recipient due to late or non-delivery of any Gift Token.
15. Risk of loss of the Gift Token passes to the Gift Sender or Gift Recipient following delivery.
16. The Gift Token should be treated like cash. If the Gift Token is lost, stolen or corrupted, any unused value may be lost, in the same way as if a person lost cash in their wallet or purse. As a result, the Gift Sender and Gift Recipient must keep the Gift Token safe.

PERSONALISED MESSAGING

17. The Giftli platform allows a Gift Sender to send the Gift Token to the Gift Recipient with a personalised message. Use of the personalised message service is subject to the following terms and conditions:

- a. it is for personal, non-commercial use only;
- b. we do not bear any responsibility for the contents of any personalised messages;
- c. personalised messages must not:
 - i. be unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - ii. facilitate illegal activity;
 - iii. sexually explicit;
 - iv. promote unlawful violence;
 - v. be discriminatory, including, but not limited to, based on race, gender, colour, religious belief, sexual orientation, disability;
 - vi. be in a manner that is otherwise illegal or causes distress, damage, injury embarrassment to any person or property; or
 - vii. infringe any intellectual property or other rights of any person or entity.

and we reserve the absolute and exclusive right, without liability or prejudice to any other rights to the Gift Sender or Gift Recipient, to disable access to any material that breaches the provisions of this clause;

- d. the Gift Sender agrees not to impersonate any person, including, but not limited to, any of our employees and/or other customers; and
- e. if we send the Gift Token to the Gift Recipient without all or part the Gift Sender's personal message, either because:
 - i. the Gift Sender did not create one; or
 - ii. due to some other breach of these Giftli terms and conditions;the Gift Sender will not be entitled to a refund or to cancel their order, by virtue of our decision not to send all or part of the personal message.

18. Where the Gift Sender uploads any material to us as part of their use of the personalised message service the Gift Sender:

- a. unconditionally and irrevocably assigns, grants and/or transfers all rights, title, interest or obligation in, to or under such material to us;
- b. warrants and represents that the Gift Sender possesses full right and authority to submit such material and to transfer the above mentioned rights, title, interest and/or obligation to us; and
- c. warrants and represents that the above mentioned rights, title, interest or benefits are free from all liens (including, but limited to, copyrighted material such as music or imagery), encumbrances or adverse claims.

DATA PROTECTION

19. We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning any Gift Sender or Gift Recipient is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy (both of which can be accessed on this website/app). By providing us with personal data the provider of such data agrees to the terms contained within our Privacy Policy and Cookie Policy.
20. When a person provides us with any personal data that does not belong to them, including, but not limited to, within a personalised message:
 - a. the data owner must be over the age of 18;

- b. the provider does so having first obtained the data owner's consent, in accordance with all applicable data protection laws;
- c. the terms of our privacy policy shall apply to such personal data as if the data owner had provided us with their personal data directly; and
- d. the provider agrees that we may inform the data owner that they have provided us with their personal data, including disclosing the personal data provided.

ORDER CANCELLATION, RETURNS AND REFUND POLICY

21. It is our aim to try to process every order for a Gift Token without delay and so it may not always be possible to stop an order from being delivered to the Gift Sender or Gift Receiver.
22. When the Gift Sender places an order for a Gift Token they consent for us to immediately supply the Gift Token, this being the supply of digital content within the 14 day cancellation period. The Gift Sender acknowledges that their right to cancel will be lost if the Gift Token is exchanged for the Pre-paid Mastercard during their 14 day cancellation period. Confirmation of this will be included within the order acknowledgment and confirmation communications that we send to the Gift Sender.
23. We reserve the absolute and exclusive right to refuse to accept or to later cancel an order for a Gift Token. Non-acceptance of or a delay to the Gift Sender's order being processed may be due to any one or more of the following non-exhaustive reasons:
 - a. our inability to obtain authorisation for the Gift Sender's payment method;
 - b. a failure in our customer validation checks;
 - c. the identification of a pricing or product description error;
 - d. as permitted by law or these terms and conditions;
 - e. to prevent fraud or money laundering or other illegal activities;
 - f. to prevent excessive legal, financial or security risk to us, our partners, suppliers and/or affiliates; and/or
 - g. a system or procurement failure.
24. If we are unable to accept the Gift Sender's order or later cancel it for any reason, we will let the Gift Sender know.
25. Upon cancellation of the Gift Token, we will notify the Gift Sender, and if applicable the Gift Recipient, of the cancellation and will refund the Gift Sender's original payment method, as required by law.

VARIATIONS

26. We may vary Part 1 of these terms and conditions at any time and any variations that we make will be displayed on this page by uploading an updated version of these terms and conditions.
27. The Gift Sender and Gift Recipient should check this page frequently for any variations and the Gift Sender and Gift Recipient agree that this is an appropriate method to vary these website/app terms and conditions.

PART 2
PRE-PAID MASTERCARD
TERMS AND CONDITIONS

This Agreement applies to Your Pre-paid Mastercard. You must read it carefully. By applying for or using a Pre-paid Mastercard, You are agreeing to the contents of this Agreement. Your rights and obligations in relation to Your Pre-paid Mastercard are as set out in this Agreement. You can view or download a copy of this Agreement and any amendments to it at any time via the Website and you can request a copy during the term of this Agreement by contacting Card Services.

“Agreement” means Part 2 of these terms and conditions.

“Available Funds” means the value at any given time of unspent funds loaded onto Your Pre-paid Mastercard and available to pay for transactions, fees and/or charges payable under this Agreement.

“Business Day” a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Denominated Currency” means British Pounds Sterling.

“Lost or Stolen Card Contact Number” means +44 (0)330 123 2711.

“Mastercard” means Mastercard Europe SA, a Belgian limited liability company (Enterprise Registration No RPR-0448038446) of 198A Chaussee de Tervuren, 1410 Waterloo, Belgium who process transfer Available Funds to the Merchant.

“Merchant” means a provider of goods and/or services who accepts Your Pre-paid Mastercard as a means of payment.

“Our”, “PCS”, “Us” or “We” means Park Card Services Limited (Company Registration No 3280082), with its registered office at Valley Road, Birkenhead, Merseyside, CH41 7ED.

“Pre-paid Mastercard” means the Select Virtual Online Shopping Card (powered by Mastercard) issued by Us to You and detailed within the Fee Summary Table set out within the Fees and Limits Section below.

“Shortfall” means when following completion of a transaction there are insufficient funds on Your Pre-paid Mastercard for that transaction.

“You” or “Your” means the named Pre-paid Mastercard holder, the person to whom the Pre-paid Mastercard is issued, the person applying for the Pre-paid Mastercard and/or the person who uses the Pre-paid Mastercard.

Card Services:

Website: www.beta.giftli.co.uk

Telephone: **0330 123 2712**

Email: support@giftli.co.uk

Postal address: **Card Services, Valley Road, Birkenhead, Merseyside, CH41 7ED**

If there is anything that You do not understand about this Agreement, please contact Us using the Card Services contact details shown above.

1. YOUR CARD

- a) Your Pre-paid Mastercard is an electronic money product and is regulated by the Financial Conduct Authority (but not the Prudential Regulation Authority) in the UK.
- b) Your Pre-paid Mastercard is not a credit or debit card and is not in any way connected to a bank account. Your Pre-paid Mastercard does not provide you with any protection under the Consumer Credit Act 1974. Your Pre-paid Mastercard is not covered by the Financial Services Compensation Scheme.
- c) Funds loaded onto Your Pre-paid Mastercard will not earn any interest.
- d) Your Pre-paid Mastercard is not transferrable; it may only be used by You.

2. OBTAINING A CARD

- a) The only way to obtain a Pre-paid Mastercard is by exchanging a Gift Token for a Pre-paid Mastercard. The Gift Token is subject to its own terms and conditions, which can be found at Part 1 of these terms and conditions.
- b) You must be at least 18 years old and a resident in the UK to obtain a Pre-paid Mastercard.

- c) We may perform electronic checks to confirm Your identity when You apply for a Pre-paid Mastercard. When We perform electronic checks, personal information provided by You may be disclosed to a registered credit reference agency who may keep a record of that information. A formal credit check is not performed and Your credit rating will not be affected. By applying for or using a Pre-paid Mastercard You are agreeing to Your information being passed to such agencies for this purpose.

3. USING YOUR CARD

- a) Upon receipt of Your Pre-paid Mastercard, all Available Funds will be available for use without delay.
- b) You can use Your Pre-paid Mastercard to shop online at a selected list of major retailer websites in the UK. A full list of these retailers is found on Our website.
- c) Your Pre-paid Mastercard cannot be used in high street stores.
- d) Your Pre-paid Mastercard is non-reloadable.
- e) You will not be able to use Your Pre-paid Mastercard after its expiry date.
- f) If You wish to return any goods purchased with Your Pre-paid Mastercard You must follow the Merchant's on-line procedure.
- g) Before using Your Pre-paid Mastercard You must ensure there are sufficient Available Funds for Your transaction.
- h) Spending limits apply to Your Pre-paid Mastercard, see the Fees and Limits Section below for full details.
- i) All payments made using Your Pre-paid Mastercard shall be in the Denominated Currency.
- j) Your Pre-paid Mastercard can only be used to pay for goods or services online in the UK in the Denominated Currency.
- k) We will deduct the value of Your transaction from the Available Funds on Your Pre-paid Mastercard as soon as the transaction is made. We will also deduct any applicable fees as soon as they become payable by You, see the Fees and Limits Section below for full details.
- l) Your Pre-paid Mastercard may not be used for illegal transactions, to buy illegal goods or services.
- m) Your Pre-paid Mastercard belongs to Us. We may at any time suspend, restrict or cancel Your Pre-paid Mastercard or refuse to issue or replace Your Pre-paid Mastercard for reasons relating to the following:
 - i. if We are concerned about the security of Your Pre-paid Mastercard;
 - ii. if We suspect that Your Pre-paid Mastercard is being used in an unauthorised, fraudulent or grossly negligent manner;
 - iii. if You break an important term of this Agreement or repeatedly break any term in this Agreement and following notice fail to resolve the matter in a timely manner; or
 - iv. if We need to do so to comply with any applicable law.
- n) If We suspend, restrict or cancel Your Pre-paid Mastercard or refuse to issue or replace Your Pre-paid Mastercard for any reason, We will tell You as soon as We are reasonably able to do so or are permitted to do so. In some cases, We may ask You to stop using Your Pre-paid Mastercard and return it to Us or destroy it. We may issue You with a replacement Pre-paid Mastercard if after further investigation We believe that it is safe to do so.
- o) We may also refuse to pay a transaction:
 - i. if We suspect Your Pre-paid Mastercard is being used in an unauthorised, fraudulent or grossly negligent manner;
 - ii. if sufficient funds are not loaded on Your Pre-paid Mastercard at the time of a transaction to cover the amount of the transaction and any applicable fees; or
 - iii. if We believe that an attempted or intended transaction will break any applicable law;
- p) If We refuse to authorise a transaction, We will, if practicable, tell You why unless it would be unlawful for Us to do so. You may correct any information We hold and which may have caused Us to refuse a transaction by contacting Card Services.
- q) We cannot guarantee that in every given situation a Merchant will accept Your Pre-paid Mastercard. In all cases, Merchants should check that Your Available Funds will cover the transaction amount. For Your information it is important to note that some transactions using Your Pre-paid Mastercard may not be authorised by some Merchants, including, but not limited to, online casinos, online gaming and betting sites, or dating and escort services.
- r) In some circumstances We (or a Merchant) may require You to have Available Funds in excess of the transaction amount. This is to ensure there are sufficient funds available to cover the final cost of the

transaction and to reduce the risk of a negative balance arising on Your Pre-paid Mastercard. If Your actual transaction is less than the additional amount added or You spend less than the minimum credit amount, it may take up to seven (7) Business Days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between You and the Merchant will be deducted from Your Pre-paid Mastercard.

- s) Some Merchants including, but not limited to, hotel and rental car operators may not be able to accurately predict how much Your final bill will be, in some cases they may request an authorisation for funds greater than Your Available Balance. This is called “pre-authorisation”. We suggest that You consider using an alternative prepaid or credit card for pre-authorisations. You will not be charged twice by the hotel or car hire company.
- t) Some Merchants including, but not limited to, internet merchants 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 websites will not deduct payment until goods are dispatched, so please be aware of this when checking Your balance to make sure You always have sufficient funds available to cover Your purchases.
- u) You can check Your Available Balance by visiting our Website or calling our automated balance service on 0330 123 2711.
- v) You must not distribute, transfer or in any way provide Your Pre-paid Mastercard to residents of India.
- w) If You wish to return any goods purchased with Your Pre-paid Mastercard You must follow the Merchant’s procedures.

4. AUTHORISING TRANSACTIONS

- a) The authorisation of a transaction can include authorising a single transaction, a series of recurring transactions (including transactions for an indefinite period), or pre-authorising future transactions of a certain or uncertain amount.
- b) Your Pre-paid Mastercard transaction will be regarded as authorised by You where You proceed with the transaction at the point of sale by following the instructions provided by the Merchant for the transaction, which should include providing Your Pre-paid Mastercard details and/or providing any other details as requested.
- c) Authorisation for a transaction may not be withdrawn by You after the time We have received it. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant that You withdraw authorisation and provide a copy of the notice to Us and as long as the notice was provided to Us no later than the close of business on the Business Day before the transaction was due to take place. We may charge You an Administration Fee if a transaction is withdrawn by You, see the Fees and Limits Section below for full details.

5. TERMINATION, EXPIRY AND CANCELLATION

- a) When You apply for a Pre-paid Mastercard You consent for Us to immediately supply the Pre-paid Mastercard, this being the supply of digital content within Your 14 day cancellation period, and you acknowledge that Your right to cancel will be lost. Confirmation of this will be included within the order confirmation that We send to You.
- b) We may cancel Your Pre-paid Mastercard (and thereby this Agreement) for any reason by giving You at least 2 months' notice. In these circumstances:
 - i. You will be refunded all Available Funds;
 - ii. You will not be charged the Redemption Fee (see the Fees and Limits Section below for full details); and
- c) This Agreement will terminate immediately in the event of Your death. We may also terminate this Agreement immediately and will tell You as soon as practicable:
 - i. if You breach a material term of this Agreement (or repeatedly breach any term in this Agreement and fail to resolve the matter in a timely manner); or
 - ii. if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives; or
 - iii. if You fail to pay fees or charges that You have incurred or fail to put right any Shortfall immediately on request (see the Fees and Limits Section below for full details).

In any one of these circumstances, You/Your estate will receive the redemption of any Available Funds (see the Your Right to a Redemption Section below for details) but You/Your estate will be charged the Redemption Fee.

- d) We may also cancel or suspend Your Pre-paid Mastercard immediately if We believe Your Pre-paid Mastercard is being used to commit fraud or for other illegal purposes. If We do this We will tell You as soon as We are legally permitted to do so.
- e) Your Pre-paid Mastercard will be valid for the period ending on the expiry date set out when You purchase Your Pre-paid Mastercard. Your Pre-paid Mastercard will cease to function after that date and You will have no further rights to use it.
- f) You must contact Card Services to gain authorisation before returning a Pre-paid Mastercard to Us.

6. KEEPING YOUR CARD SECURE

You should treat Your Pre-paid Mastercard like cash. If Your Pre-paid Mastercard details are lost or stolen, You may lose some or all of Your Available Funds, in the same way as if You lost cash in Your wallet or purse. As a result, You must keep Your Pre-paid Mastercard details safe and not share Your Pre-paid Mastercard details with anyone.

7. YOUR LIABILITY

- a) If You think a transaction is unauthorised or has been incorrectly executed, You must tell Us without undue delay by contacting Card Services. If You know or suspect Your Pre-paid Mastercard is lost or stolen or its details are known by someone other than You, You must contact Us without delay on the Lost and Stolen Card Contact Number 0330 123 2711.
- b) Your maximum liability for any unauthorised transactions on Your Pre-paid Mastercard is £35 unless Our investigations show that any disputed transaction was authorised by You, or You have acted fraudulently or with gross negligence (for example by failing to keep Your Pre-paid Mastercard details secure or by failing to notify Us without undue delay on becoming aware of the loss, theft or unauthorised use of Your Pre-paid Mastercard), in which case You will be fully liable for any loss suffered because of the use of Your Pre-paid Mastercard.
- c) Provided You have not acted fraudulently or with gross negligence, We will refund the amount of any transactions which Our investigations show are not authorised by You.
- d) Where necessary and pursuant to the terms of this Agreement, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You (or any third party) using Your Pre-paid Mastercard and/or to recover any monies owed to Us as a result of Your activities.

8. OUR LIABILITY

- a) Any liability on Our part in connection with this Agreement shall be subject to the exclusions and limitations in this Section 8.
- b) You agree that We shall not be liable for any loss arising from:
 - i. a Merchant refusing to accept Your Pre-paid Mastercard;
 - ii. any cause which results from abnormal or unforeseen circumstances beyond Our control or which would have been unavoidable despite Our reasonable efforts to the contrary;
 - iii. Our suspending, restricting or cancelling Your Pre-paid Mastercard or refusing to issue or replace it if We suspect Your Pre-paid Mastercard is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in this Agreement;
 - iv. the goods or services (or in connection with use of the goods and services) that You purchase with Your Pre-paid Mastercard;
 - v. Our compliance with any applicable laws; and/or
 - vi. loss or corruption of data unless caused by Our wilful default.
- c) Unless otherwise required by law or as set out in this Agreement, We will not be liable to You in respect of any losses You or any third party may suffer in connection with Your Pre-paid Mastercard as a result of Our actions which were not a foreseeable consequence of Our actions.
- d) From time to time, Your ability to use Your Pre-paid Mastercard may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to
 - i. apply for a Pre-paid Mastercard;

- ii. use Your Pre-paid Mastercard to pay for purchases; and/or
 - iii. obtain information, including, but not limited to, about Your Available Funds and/or about Your recent transactions.
- e) Where Your Pre-paid Mastercard is faulty, Our liability shall be limited to replacement of Your Pre-paid Mastercard loaded with any Available Funds.
 - f) Where sums are incorrectly deducted by Us from Your Available Funds, Our liability shall be limited to payment to You of an equivalent amount, subject to any anti-money laundering procedures.
 - g) In all other circumstances, Our liability shall be limited to repayment of the amount of the Available Funds.

9. YOUR RIGHT TO A REDEMPTION

- a) If Your Pre-paid Mastercard has not expired You have the right to redeem all or part of the Available Funds on Your Pre-paid Mastercard back by contacting Card Services.
- b) When We process Your redemption We may charge a Redemption Fee (as referred to in the Fees and Limits Section below) except:
 - i. during the 12 months following expiry of Your Pre-paid Mastercard; or
 - ii. when You are cancelling Your Pre-paid Mastercard because You object to a change We have made to this Agreement.
- c) Funds will be returned to You in the Denominated Currency.
- d) Before We return any funds to You, We may need to verify Your identity in order to satisfy any applicable anti-money laundering obligations. We have the right to withhold funds where We are concerned about fraud or other security issues.
- e) If there are any Available Funds remaining on Your Pre-paid Mastercard one year after the date of cancellation or expiry of Your Pre-paid Mastercard (or, if earlier, any other termination of this Agreement), and You have not requested a redemption, or not provided Us with all necessary information to enable Us to make the redemption (including, but not limited to, satisfying any applicable anti-money laundering obligations), a Management Fee for Expired Cards will be payable and will be deducted from Your Available Funds, see the Fees and Limits Section below for full details.
- f) We will not redeem funds remaining on Your Pre-paid Mastercard if Your request for redemption is received by Us more than 6 years after the date of expiry of Your Pre-paid Mastercard or, if earlier, after any other termination of this Agreement.
- g) The provisions in this Agreement relating to Your right to request a redemption and Our right to charge a Redemption Fee and/or any Management Fee (see the Fees and Limits Section below for full details) will survive the termination of this Agreement.

10. DISPUTED TRANSACTIONS

- a) You may be entitled to claim a refund in relation to transactions made using Your Pre-paid Mastercard where:
 - i. the transaction was not authorised by You under this Agreement. In most cases, We shall accept responsibility for any transaction which was incorrectly executed, provided it has been notified to Us in accordance with the Authorising Transactions Section above;
 - ii. a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected (taking into account normal spending patterns on the Pre-paid Mastercard and/or the circumstances of the transaction). However a claim for a refund in this circumstance will not be accepted if the amount of the transaction was made known to You at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after the amount was debited from Your Available Funds; and
 - iii. We were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date of such transaction.
- b) If any of the above circumstances apply, You should contact the Merchant first as this may lead to a quicker resolution of the dispute (and for the avoidance of doubt, reasonable time taken to contact the relevant Merchant shall not be deemed an undue delay). You can also ask Us to investigate the transaction and/or misuse of Your Pre-paid Mastercard. In such cases, and subject to the other terms of this Agreement, We will immediately process a refund of the amount of the disputed transaction and/or We may need more information and assistance from You to carry out such investigation.

- c) If We refund a disputed transaction to Your Virtual Account and subsequently receive information to confirm that the transaction was authorised by You and correctly taken from Your Pre-paid Mastercard, We may deduct the amount of the disputed transaction from Your Available Funds.
- d) If Our investigations discover that the disputed transaction was genuine and authorised by You whether directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an Administration Fee, see the Fees and Limits Section below for full details.

11. CHANGES TO THIS AGREEMENT

- a) We may change the terms of this Agreement (including, without limitation, changing existing fees or introducing new fees) by notifying You by email, by post, via Our Website, and/or by other agreed means at least 2 months before the change is due to take effect, unless a change in the law does not allow Us to provide You with 2 months prior notice.
- b) An up-to-date version of this Agreement will always be available on Our Website. You should check Our Website regularly for any changes to this Agreement and you agree that this is a valid way to amend this Agreement.
- c) When We notify You of a change to this Agreement, You will be deemed to have accepted the notified change unless You notify Us that You do not agree to the change prior to the change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish immediately to terminate this Agreement and We will refund to You all Available Funds subject to the provisions set out in the Your Right to a Redemption Section above. In such circumstances, You will not be charged any the Redemption Fee (see the Fees and Limits Section below for full details of the Redemption Fee).

12. THE FEES AND LIMITS

- a) Please see the Fee Summary Table below for a full list of the fees that apply to Your Pre-paid Mastercard.

On Application	
Card Issue Fee	No Issue Fee applies to Your Pre-paid Mastercard.
Ongoing features	
Transaction fee	N/A
Foreign currency fee (transaction made in any currency which is not the Denominated Currency)	N/A
Card load fees	N/A
Service fees – monthly fees	N/A
Customer services telephone calls	Calls will be charged at Your standard network rate. Call charges from mobiles will vary and may be considerably higher.
Card delivery	Immediate delivery of Pre-paid Mastercard credentials electronically upon application following receipt of a Gift Token.
Lost / stolen and expired replacement cards	N/A
Closure	
Cancellation / Redemption Fee	£8.90
Management Fee for Expired Cards	A one pound (£1.00) management fee per month is deducted from the Available Funds in each month, starting from the thirteenth (13 th) calendar month following expiry of the Pre-paid Mastercard. For example if Your Pre-paid Mastercard expired on 31 January 2030

	the Management Fee would be deducted from 1 February 2031.
Administration Fee	£10
Card Expiry	2 years from the date of issue
Limits	
Minimum and Maximum loads allowed	Your Pre-paid Mastercard cannot be re-loaded
Number of loads allowed in period	N/A
Value of loads allowed in period	N/A
Number of transactions allowed per calendar day	15
Value of transactions allowed per calendar day	£400
Number of transactions allowed over 4 calendar days	60
Value of transactions allowed over 4 calendar days	£400

- b) Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event, for any reason whatsoever, a Shortfall is created following completion of a transaction, such Shortfall shall be immediately payable from You to Us unless it is due to an error on the part of the Merchant where Your Pre-paid Mastercard was presented, in this circumstance We may seek payment of all or some of the Shortfall from the Merchant.
- c) You agree that once We notify You of any Shortfall, We will charge You for the Shortfall amount and You must repay it immediately. We may charge the amount of the Shortfall from any other card or account that You hold with Us or from any other payment method which You may designate at that time. We may suspend Your Pre-paid Mastercard until We are reimbursed the Shortfall amount. In addition, We reserve the right to charge You the Administration Fee for each transaction that You make using Your Pre-paid Mastercard that results in a Shortfall or increases the Shortfall amount on Your Pre-paid Mastercard.
- d) You are responsible for ensuring that You have sufficient Available Funds when You authorise a transaction.

13. YOUR DETAILS

- a) You must notify Us know as soon as possible of any changes to Your name, address, telephone number or email address. If We contact You in relation to Your Pre-paid Mastercard (for example, to notify You that We have cancelled Your Pre-paid Mastercard or to send You a refund), We will use the most recent contact details You have provided to Us. Any email to You will be treated as being received as soon as it is sent by Us using the details You have most recently provided.
- b) We will not be liable to You for any loss caused to You due to any delay in Us contacting You if Your contact details have changed and You have not notified Us of such change.

14. DATA PROTECTION

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Pre-paid Mastercard is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found on our Website. By using Your Pre-paid Mastercard and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

15. DISPUTES WITH MERCHANTS

If You have any disputes about purchases made or other transactions using Your Pre-paid Mastercard, You should settle these with the Merchant from whom You bought the goods or services or otherwise transacted. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using Your Pre-paid Mastercard. Remember that, subject to Authorising Transactions Section above, once You have used Your Pre-paid Mastercard to make a purchase We cannot stop that transaction. Your Pre-paid Mastercard Your Pre-paid Mastercard is not a credit or debit card and does not provide you with any protection under the Consumer Credit Act 1974.

16. COMMUNICATIONS AND COMPLAINTS

- a) If You have an enquiry relating to Your Pre-paid Mastercard, please contact Us using the Card Services contact details shown at the top of Part 2 this Agreement.
- b) If You are unhappy in any way with Your Pre-paid Mastercard or the way it is administered or serviced or you wish to receive details of our complaints procedure, please contact Card Services using contact details shown at the top of Part 2 this Agreement.
- c) If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR or by telephone on **0800 023 4567** (calls to this number are now free on mobile phones and landlines) or on **0300 123 9 123** (calls to this number are now charged at the same rate as 01 or 02 numbers). These numbers may not be available from outside the UK, so please call **+44 20 7964 0500** if You are phoning from abroad. You may also email: enquiries@financial-ombudsman.org.uk.
- d) If You are not happy with the product or service provided and feel that We cannot resolve Your issue, You may be entitled to submit Your complaint via the European Online Dispute Resolution platform (“ODR platform”) by visiting the following website: <http://ec.europa.eu/consumers/odr/>

17. COMPENSATION

- a) Your Pre-paid Mastercard is an electronic money product and although it is a product which is regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with Your Pre-paid Mastercard. This means that in the unlikely event that We become insolvent Your funds may become valueless and unusable and as a result You may lose Your e-money.
- b) As a responsible e-money issuer, We ensure that once We have received Your funds they are deposited in a secure account, specifically for the purpose of settling transactions made by Your Pre-paid Mastercard.

18. ASSIGNMENT

- a) We may assign the rights and/or obligations set out in this Agreement to any other entity at any time without notice.
- b) You shall not assign the rights and/or obligations set out in this Agreement to any other entity.

19. GOVERNING LAW

This Agreement is governed by English law and You agree to the exclusive jurisdiction of the courts of England. All communications regarding any aspect of this Agreement shall be in English.

20. ISSUER

Your Pre-paid Mastercard is issued by Us pursuant to a licence from Mastercard. We are Authorised and Regulated by the Financial Conduct Authority to issue electronic money (FRN: 900016). Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard.