

Finity Prepaid Mastercard® Card
Prepaid Card Terms and Conditions

Version 1.2

DEFINITIONS

“Account” means the prepaid electronic money account and the associated Card(s) issued to You.

“Agreement” means these terms and conditions.

“AISP” means an account information service provider, which provides account information services, (i.e. online services providing consolidated information on one or more payment account(s) held by You with one or more payment service provider(s)).

“ATM” means an automated teller machine or automatic teller machine also commonly known as a ‘cash machine’ or ‘cash dispenser’.

“Available Funds” means, at any given time, any unspent funds loaded onto Your Account which are available to pay for transactions, fees and/or charges payable under and in accordance with this Agreement.

“Business Day” means any day other than a Saturday, Sunday or national public holiday in Gibraltar and the UK, on which banks are open for business.

“Cardholder” means You, the person to whom the Account is issued.

“Card”, “Prepaid Card” or “Finity Prepaid Mastercard”, means an electronic money card issued by Us to You.

“Commencement Date” means the date You activate Your Account.

“EEA” means the European Economic Area.

“Expiry Date” means the date printed on Your Card which is the date on which Your Card will expire and therefore cease to function.

“PIN” means Your unique personal identification number, which is provided to You for use with Your Card.

“PISP” means a payment initiation service provider, which provides payment initiation services, (i.e. online services to initiate a payment order at Your request, with respect to Your Account held with Us).

“Finity Points” means points accumulated on the Finity Rewards Platform.

“Finity Rewards Platform” means the rewards platform operated by Finity Management Limited, accessible via the Website, and where you can earn and spend Finity Points and manage your Card.

“We”, “Us” or “Our” means IDT Financial Services Limited, Crunch Payments Limited acting as Programme Manager on its behalf and/or Finity Management Limited acting as cobrand on its behalf, as applicable and as the context may require.

“Website” means <https://finity.co.uk>

“You” or “Your” refers to the Account holder.

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 This Agreement sets out the general terms and conditions that apply to Your Account. This document also forms the Agreement between You and Us governing the possession and use of Your Card. By using the Account or activating it (see clause 2.4) You agree to be bound by the terms of the Agreement. Copies of these terms and conditions can be found on the Website. Copies of this Agreement can be obtained free of charge by contacting Our Customer Services team in accordance with clause 15.
- 1.2 Cards are issued by IDT Financial Services Limited pursuant to a licence from Mastercard International. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. The Registered Office of IDTFS Financial Services Limited is situated at 57-63 Line Wall Road, Gibraltar and its Registered No. is 95716. At all times the Card remains the property of IDT Financial Services Limited.
- 1.3 The production of the Cards and the background technology systems required to operate the Cards and Account are provided by Crunch Payments Limited (registered in the England and Wales).
- 1.4 Finity Management Limited provides the Finity Rewards Platform, including customer support for Cards as set out in clause 15. All communications in connection with the Account should be sent to Finity Management Limited, Spaces London Liverpool Street, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH.
- 1.5 Subject to clause 1.6, this Agreement will commence on the Commencement Date and will terminate in accordance with clause 10. This Agreement and all communications between Us and You shall be in English.
- 1.6 We reserve the right to refuse Your application to activate the Card. if the results of the checks carried out pursuant to clause 3, or otherwise, give Us reason to suspect that You may be involved in, or intend to use the Card for, money laundering, terrorist financing, fraud or other illegal activity. If We refuse Your activation and use of the Card, We will inform You of the refusal but may not give reasons for doing so.
- 1.7 Finity Points are governed by separate Finity Membership Terms and remain the property of Finity until they are redeemed or cancelled. If You redeem Your Finity Points, Finity will exchange them for the appropriate equivalent balance, which will be loaded to Your Card, ready to be spent. Finity Points are not issued by or connected with IDT Financial Services Limited or Crunch Payments Limited in any way.

2. CARDS

- 2.1 Your Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept prepaid Mastercard cards. It is designed for use in shops and retail locations where You are physically present and also for online, telephone and other distance purchases. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure. You will not be able to use Your Card to make any purchases from some selected retailers; such selected retailers have been blocked by Our systems in order to prevent the potential mis-use of cards for unauthorised or unlawful activity.
- 2.2 Your Account is an electronic money account that may be loaded with the funds that have been exchanged from Finity Points on the Finity Rewards Platform for the purpose of then loading Your Card.
- 2.3 Your Card and Account are electronic money (“e-money”) products regulated by the Financial Services Commission (“FSC”), Gibraltar. The Card is a prepaid card, not a credit card, and is not linked to Your bank account. You must ensure that You have sufficient Available Funds on the Account to pay for each attempted purchase using the Card. The Account is intended for use as a means of payment, and funds loaded onto the Account do not constitute a deposit. You will not earn interest on the balance of the Account. Your Card will expire on the applicable Expiry Date and will cease to function. Please check clause 8 of this Agreement for further information.
- 2.4 When You receive Your Card, it will be issued to You in an inactive state. You will receive an activation code to Your registered email address and You will need to activate your Card, by entering the activation code within the section titled ‘add activation code’ on the dashboard screen of the Website. If You don’t activate Your Card, any transactions that You attempt to carry out will be declined.

3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS

- 3.1 The Account is a financial services product, and We are therefore required by law to obtain and verify certain information about Our customers. We use this information to administer Your Account, and to help Us identify You and Your Card in the event that it is lost or stolen. We only keep this information for as long as is necessary and for the purposes described. Please see clause 17 for more information.
- 3.2 In order to obtain an Account, You must be at least 18 years old and a UK resident. We may require evidence of Your identity and residential address. We may ask You to provide documentation to corroborate these details and/or We may carry out identification checks on You electronically.
- 3.3 When We carry out these checks, Your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information, and a footprint may be left on Your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse effect on Your credit rating.

3.4 The activation of Your Account will indicate to Us that You consent to the checks described in this Agreement being undertaken.

4. FEES, CHARGES AND LIMITS

4.1 The fees and charges associated with this Account form an integral part of this Agreement. All applicable fees and charges are set out below and may also be found on the Website. In addition, copies may be obtained on request by contacting Our customer support team in accordance with clause 15 on 0203 916 5945

or by emailing customer.success@finity.co.uk. You are also hereby notified that other taxes or costs may exist that are related to the Card but are not paid via Us or imposed by Us.

4.2 By using Your Account and Prepaid Card You agree to pay all applicable fees per Account as set out below:

Transaction Fees	
Domestic Point of Sale (POS) Transactions	Free
International POS Transactions	0.50p per transaction
FX Fee POS International	3%
POS Decline Domestic	0.10p per decline
POS Decline International	0.10p per decline
ATM Decline	0.10p per decline
ATM Balance Enquiry	0.30p per enquiry
Administrative Fees	
PIN Change Request	0.25p per request
Account Closure Fee (charged during the term of this agreement, or 13 month's post expiry of the card)	Free
Card Limits – Loading*	
Maximum Card Balance	£12,000
Maximum Daily Load	£5,000
Maximum Monthly Load	£10,000
Maximum Annual Load	£30,000
Card Limits – Spending	
Maximum Single & Daily POS Transaction	£1,500 per day up to a total of £6,000 every four days
Maximum annual POS Transactions	£30,000

*Loading amounts are subject to the available balance already on the Card.

5. HOW TO USE THE CARD

5.1 A Card may only be used by the person to whom the Card was issued. The Card is non-transferable, and You are not permitted to allow any other person to use the Card, for example by disclosing Your PIN or allowing them to use Your Card details to purchase goods

via the internet. Prior to use, the Card should be signed on the signature strip located on the back of the Card.

5.2 We will be entitled to assume that a transaction has been authorised by You where, either:

5.2.1 the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;

5.2.2 the Card PIN was entered, or a sales slip was signed;

5.2.3 relevant information was supplied to the retailer or PISP that allowed the transaction to be processed, for example, by providing the retailer with the 3-digit security code on the back of Your Card in the case of an internet or other non-face-to-face transaction; or

5.2.4 Your Card is tapped against a Contactless-enabled reader and accepted by such reader.

5.3 Typically, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (Mastercard). Once You have authorised a transaction, it cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with clauses 13 and 14.

5.4 On receipt of notification of Your authorisation of a transaction and the transaction payment order, typically We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. Transactions will be executed as follows:

5.4.1 Within the European Economic Area We will execute any transaction:

5.4.1.1 in euro;

5.4.1.2 in sterling or Gibraltar pounds within Gibraltar or between Gibraltar and the United Kingdom in sterling; or

5.4.1.3 involving only one currency conversion between the euro and sterling, provided that the required currency conversion is carried out in Gibraltar and, in the case of cross-border transactions, the cross-border transfer takes place in euro,

by transferring the amount of the transaction to the payment service provider of the retailer by the end of the next Business Day following the receipt of the payment order.

5.4.2 Any other transactions within the EEA will be executed no later than 4 Business Days following receipt of the payment order.

5.4.3 If the payment service provider of the retailer is located outside the EEA, We will execute the transaction as soon as reasonably possible.

5.4.4 The payment order will be received when We receive it from the retailer's payment service provider or directly from You. If We receive the payment order on a non-Business Day or after 4:30 pm on a Business Day, it will be deemed received by Us on the following Business Day.

5.5 Under normal circumstances, if any payment is attempted that exceeds the Available Funds on the Card, the transaction will be declined. In certain circumstances, a transaction may take Your Card into a negative balance; this will normally be where the retailer has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the retailer if We can, providing that We are satisfied that You have not deliberately used the Card in the manner that would result in a negative balance. We will handle such instances on a case-by-case basis, but where there is a negative balance on Your Card, We may require You to make up the shortfall and, until there are Available Funds on Your Card, We may restrict or suspend the use of Your Card.

5.6 The Card may be used in full or part payment for purchases. In the case of part payment, the Cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash, debit card or credit card.

5.7 You are able to use Your card to conduct Contactless transactions. When using Your card for Contactless transactions, a maximum limit will apply. The limit is regulated by MasterCard and may vary from time to time. We will advise You what the limit is and of any changes to the limit via Our Website.

5.8 If You use Your Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated in by the MasterCard scheme network at a rate set by MasterCard International Incorporated (<https://www.mastercard.com/global/currencyconversion>). The exchange rate varies throughout the day and is not set by Us; therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our Customer Services team in accordance with clause 15. You will also be notified of any applicable exchange rate for each transaction in Your online Account, which is updated daily, where the exchange was performed by Us.

5.9 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – We may be temporarily unable to receive or complete transactions.

6. RESTRICTIONS ON USE OF CARD

6.1 You must ensure that You have sufficient Available Funds on Your Account to pay for each purchase or payment made using the Card or Account.

6.2 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

- 6.3 The Card may not be used for gambling payments, or for any illegal purposes. Furthermore, certain types of unauthorised transactions may be blocked.
- 6.4 Spending limits apply to the Card. For details see clause 4.
- 6.5 Any preauthorisation amount (such as a hotel booking or car hire) will place a “hold” on Your Available Funds until the retailer sends Us the final payment amount of Your purchase, which may take up to 30 days. Once the final payment amount is received, the preauthorisation amount on hold will be removed. During the hold period, You will not have access to the preauthorised amount.

7. MANAGING YOUR CARD

- 7.1 We will notify you by email each month when Your monthly statement is available to download or print. Your monthly statement will include a reference enabling You to identify each transaction; the value of each transaction; the currency in which Your Account is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by Us and the amount of the transaction after the currency conversion, where applicable; and the transaction debit value date.

If there are no transactions on the Account for more than a month then we will not provide you with a statement.

- 7.2 Access to the internet is required to manage Your Account. You may check the balance and Available Funds on Your Account or view a statement of recent transactions, which will be updated daily, by visiting <https://finity.co.uk>, accessing Your secure personal login area and following the login request for the online account.
- 7.3 You may request the information specified in clause 7.1 to be made available as specified in clause 7.2 instead (in the online account). If You chose to do so, You must separately request this in writing. If You have any questions, please contact Customer Services (see clause 15).
- 7.4 If You would like Us to provide You with the information set out in clause 7.1 more often than monthly or not by email (or if agreed differently under clause 7.3, more often than agreed or in a different manner than agreed) then We may charge You a reasonable administration fee to cover our costs of providing the information more often or in a different manner.

8. EXPIRY OF THE CARD AND DURATION OF THE AGREEMENT

- 8.1 Your Card will expire on the applicable Expiry Date. On that date, subject to clause 8.2 below, this Agreement will terminate in accordance with clause 10, the Card will cease to function, the value of the Available Funds on the Account will be converted back to Finity Points and You will not be entitled to use the Card any longer.
- 8.2 If You are likely to require a new Card following the expiry of a prior Card then please call customer services before the Expiry Date where possible and in accordance with clause 15. In some cases, We may issue a new Card to You shortly before the Expiry Date if requested, however, We are not obliged to do so, and may elect not to issue a replacement Card at Our

sole discretion. If We do issue a new Card, a new Expiry Date will apply and the new Card will expire on that Expiry Date.

- 8.3 The “cooling off” period described in clause 9.1 will not apply to any replacement Card issued by Us. If You do not wish to receive a replacement Card, You may terminate the Agreement free of charge as set out in clause 10.3.
- 8.4 Although the initial duration of the Agreement expires on the Expiry Date, due to the fact that it is possible for the Agreement to be extended, as set out in clause 8.2, We will treat the Agreement as an indefinite Agreement for the purposes of payment regulation and will not charge You a Redemption fee if You terminate the Agreement before the Expiry Date. Your right to cancel the Agreement in clause 10.3 remains unaffected.

9. COOLING OFF AND REDEMPTION PROCEDURE

- 9.1 You are entitled to a 14-day “cooling off” period from the Commencement Date during which You may cancel Your Account (excluding replacement cards). Should You wish to cancel Your Account and this Agreement during the “cooling off” period, please return the Card to Us by post to Finity Management Limited, Spaces London Liverpool Street, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH unsigned and unused within 14 days of issue and a full refund, including any fees paid to date will be made to You. If You have used the Card, You will not be entitled to a refund of any funds that have been spent, including any associated fees, but We will convert any unspent Available Funds back to Finity Points free of charge.
- 9.2 Following the end of the “cooling off” period in clause 9.1 above and provided you have complied with Your obligations under clause 9.1, You may terminate this Agreement in accordance with clause 10.3 and convert the value of the Available Funds on the Account back to Finity Points by contacting Our Customer Services team in accordance with clause 15. Upon the Expiry Date and termination of the Agreement, You may also convert the value of the Available Funds on the Account free of charge back to Finity Points. Finally, before termination and during Your Agreement with Us You may convert some or all of the value of the Available Funds to Finity Points, free of charge, by contacting Our Customer Services team in accordance with clause 15. We will not complete Your points conversion request if We believe You have provided false information, We are concerned about the security of a transaction, or if Your Account is not in good standing.
- 9.3 If You request a points conversion of the entire remaining balance in accordance with clause 9.2, We will assume that it is Your intention to terminate this Agreement and will cancel Your Account.
- 9.4 If You wish to cancel after purchasing the Card but have not yet activated the Card, please simply return the Card without activating it to Us by post to Finity Management Limited, Spaces London Liverpool Street, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH. Once we receive the Card, We will refund You the purchase amount you paid for the Card by crediting the payment instrument You used for the purchase.

10. TERMINATION OF THIS AGREEMENT

- 10.1 Subject to clauses 10.2, 10.3 and 10.4, this Agreement will terminate on the applicable Expiry Date unless:
- 10.1.1 a replacement Card being issued to You on or before the Expiry Date of Your Card in accordance with clause 8.2; or
 - 10.1.2 a request for cancellation by You and/or redemption by You of the entire remaining balance on Your Account in accordance with clause 9.2 above
 - 10.1.3 this Agreement is otherwise terminated earlier in accordance with its terms.
- 10.2 We may terminate this Agreement immediately or provide a shorter notice period where
- 10.2.1 You breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days;
 - 10.2.2 You use your account or any of its facilities in a manner that we believe is fraudulent or unlawful;
 - 10.2.3 You act in a manner that is threatening or abusive to Our staff, or any of Our representatives;
 - 10.2.4 We are required to do so by law or regulation;
 - 10.2.5 We are unable to apply, or complete customer due diligence measures required under applicable anti-money laundering laws;
 - 10.2.6 You have provided false or misleading information when opening your account; or
 - 10.2.7 if You fail to pay fees or charges that You have incurred or fail to make good any shortfall on the balance of Your Account;
- 10.3 We may also terminate the Agreement and close Your Account and Card(s) or any associated service by giving you, at least, 90 day's prior notice. The notice of termination will explain the reason why we are closing your account and will provide information about how you can make a complaint if you are unhappy with the decision.
- 10.4 You may terminate the Agreement at any time free of charge by contacting Us using the contact details in clause 15.1.
- 10.5 If the Agreement terminates, We will cancel Your Account and Card and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Account by writing to Finity Management Limited, Spaces London Liverpool Street, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH.
- 10.6 Where permitted by law, We will explain the reason for the closure. However, there may be situations where We cannot provide full details if doing so would conflict with legal or regulatory obligations.

11. KEEPING YOUR CARD AND DETAILS SAFE

- 11.1 We will assume that all transactions entered into by You with Your Card or Card details are made by You unless You notify Us otherwise in accordance with clause 14.1.
- 11.2 You are responsible for keeping Your Card and the associated details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of the Card and associated details. Do not disclose the Card details to anyone except where necessary for the purposes of completing a transaction.
- 11.3 You must keep Your PIN safe at all times. This includes:
- 11.3.1 memorising Your PIN; you must not take screenshots or document your PIN;
 - 11.3.2 never writing Your PIN on Your Card or on anything You usually keep with Your Card;
 - 11.3.3 keeping Your PIN secret at all times, including by not using Your PIN if anyone else is watching; and
 - 11.3.4 not disclosing Your PIN to any person.

Failure to comply with the requirements of this clause may be treated as gross negligence and may affect Your ability to re-claim any losses. NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE; this includes printed messages, e-mails and online forms.

12. LOST, STOLEN OR DAMAGED CARDS

Tel: '0203 916 5945

- 12.1 If You lose Your Card or it is stolen or damaged, or You suspect Your Card or Account has been the subject of unauthorised use, You must block your Card without undue delay as soon as You become aware, by marking your Card as blocked on the Finity Rewards Platform, accessible via the Website here <https://finity.co.uk>. You must then notify the Customer Services team that your Card has been lost, stolen or damaged using the Customer Service details in clause 15.
- 12.2 Alternatively, if you become aware during Customer Services opening hours, You can telephone Our Customer Services team in accordance with clause 15 of this Agreement. You will be asked to provide Your Card number and other information to verify that You are the authorised Cardholder. Following satisfactory completion of the verification process, We will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use.
- 12.3 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy security checks, We will issue a replacement Card and/or PIN to You, as required. Certain fees may apply for the issuance of a replacement card; please see clause 4 for further details. The “cooling off” period described in clause 9.1 does not apply to replacement Cards.

13. PURCHASES FROM RETAILERS

- 13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and/or services purchased with the Card or Account.
- 13.2 Where a retailer provides a refund for any reason (for example, if You return purchased goods as faulty), it can take several days for the notification of the refund and the associated funds to reach Us. As such, please allow 3-5 Business Days from the date the refund was carried out for the refund to be applied to Your Account.

14. TRANSACTION DISPUTES AND CARD SUSPENSION

- 14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, in order to obtain a refund You must contact Our Customer Services team in accordance with clause 15 without undue delay, and in any event no later than 13 months after the amount of the relevant transaction has been deducted from the Card. We will as soon as practicable, and in any event no later than the end of the Business Day following the day on which We become aware of the unauthorised transaction, refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement, subject to the remainder of this clause 14, except in cases where We have a reasonable suspicion that You have acted fraudulently, in which case We will conduct an investigation as quickly as possible and notify You of the outcome. If the investigation shows that the transaction was indeed unauthorised, We will refund You as set out above in this clause 14.1.
- 14.2 If a transaction initiated by a retailer (for example, this happens when You use Your Card in a shop) has been incorrectly executed and We receive proof from the retailer's payment service provider that We are liable for the incorrectly executed transaction, We will promptly refund the transaction and any associated transaction fees and charges payable under this Agreement.

We are not liable for any incorrectly executed transactions if and to the extent that we can show the payment was actually received by the retailer's payment service provider, in which case they will be liable.

We execute transactions in accordance with the transaction details received. Where the details provided to Us are incorrect, We will not be liable for incorrectly executing the transaction, but We will use reasonable efforts to recover the associated funds. In such a case We may charge you a reasonable fee to cover Our administration costs, of which We will notify You in advance.

- 14.3 If You receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) via Us, We will credit Your Account with the relevant amount of any associated fees and charges so that You will not be at a loss.
- 14.4 Subject to the remainder of this clause 14, We will limit Your liability to £35 for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:

- 14.4.1 the loss, theft or misappropriation of the Card was not detectable by You before the unauthorised transaction took place (unless you acted fraudulently, in which case You are liable for all losses incurred in respect of the unauthorised transaction), or
 - 14.4.2 the loss was caused by the acts or omissions of one or more of Our employees or agents,
- in which case You are not liable for any losses.
- 14.5 You will be liable for all losses incurred in respect of an unauthorised transaction if You:
- 14.5.1 have acted fraudulently; or
 - 14.5.2 have intentionally or with gross negligence failed to:
 - 14.5.2.1 look after and use Your Card in accordance with the Agreement; or
 - 14.5.2.2 notify Us in accordance with clause 12.1.
- 14.6 Except where You have acted fraudulently, You will not be liable for any losses incurred in respect of an unauthorised transaction:
- 14.6.1 which arise after Your notification to Us;
 - 14.6.2 where the Card has been used in connection with a distance contract, for example, for an online purchase; or
 - 14.6.3 where We have failed to provide You with the appropriate means of notification, as found in clause 12.1.
- 14.7 Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation. If Our investigations show that any disputed transaction was authorised by You or You may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction, including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund.
- 14.8 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use; We refer to this as a “hanging authorisation” or “block”. In these cases, You will must contact Our Customer Service team in accordance with clause 15, and present relevant evidence to show that the transaction has been cancelled or reversed.
- 14.9 In certain circumstances, We may without notice refuse to complete a transaction that You have authorised. These circumstances include:

- 14.9.1 if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner;
 - 14.9.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;
 - 14.9.3 if there is an outstanding shortfall on the balance of Your Card;
 - 14.9.4 if We have reasonable grounds to believe You are acting in breach of the terms of this Agreement;
 - 14.9.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
 - 14.9.6 if We are required to do so by law.
- 14.10 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.9 above, We will notify You as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.
- 14.11 We may suspend Your Card, in which case You will not be able to use it for any transactions, if We have reasonable concerns about the security of Your Account or We suspect Your Account is being used in a fraudulent or unauthorised manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate and required, issue a new Card as soon as practicable once the reasons for the suspension cease to exist; a Replacement Card fee as detailed in clause 4 will apply.
- 14.12 This clause 14.12 applies when you use AISP or PISP services. We may deny an AISP or PISP access to Your e-money Account connected to Your Card for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to Your Account, including the unauthorised or fraudulent initiation of a transaction. If We do deny access in this way, We will notify You of the denial and the reason for the denial in advance if possible, or immediately after the denial of access, unless to do so would compromise reasonably justified security reasons or is unlawful. We will allow AISP or PISP access to Your Account once the reasons for denying access no longer apply.
- 14.13 You may claim a refund for a transaction that You authorised provided that:
- 14.13.1 Your authorisation did not specify the exact amount when You consented to the transaction; and
 - 14.13.2 the amount of the transaction exceeded the amount that You could reasonably have expected it to be taking into account Your previous spending pattern on the Card, the Agreement and the relevant circumstances.

Such a refund must be requested from Our Customer Services team within 8 weeks of the amount being deducted from the Card. We may require You to provide Us with evidence to

substantiate Your claim. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving Your refund request or, where applicable, within 10 Business Days of receiving any further evidence requested by Us. Any refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

15. CUSTOMER SERVICES AND COMMUNICATION

15.1 Our Customer Services team are normally available Monday to Friday 08:00 – 18:00 on Business Days. During these hours We will endeavour to resolve all enquiries immediately.

You can contact Our Customer Services team by the following methods:

- telephoning: '0203 916 5945;
- live chat: support.finity.co.uk;
- Emailing customer.success@finity.co.uk; or
- Post: Finity Management Ltd, Spaces London Liverpool Street, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH

If We need to contact You or send You a notification under this Agreement, We will do so by sending an email to the email address You provided Us with when You obtained the Card, or by sending an SMS to Your registered mobile number.

If We need to contact You in the event of suspected or actual fraud or security threats, We will first send You an email prompting You to contact Our Customer Services team.

15.2 Our normal business opening hours are Monday to Friday 9:30 – 17:00 on Business Days. Correspondence received after the close of business on a particular day or on a non-Business Day will be treated as having arrived on the following Business Day.

15.3 If You are not satisfied with any element of the service You receive, any complaints should be made to Our Customer Services team using the contact details in clause 15.1 above. Calls may be monitored or recorded for training purposes.

15.4 We do everything We can to make sure You receive the best possible service. However, if You are not happy with how Your complaint has been managed by Our Customer Services team and You wish to escalate Your complaint, You should contact the card issuer, IDT Financial Services Limited, PO Box 1374, 2nd Floor, 10 Cannon Lane, Gibraltar, GX11 1AA, email address: complaints@idtfinance.com, web www.idtfinance.com in the first instance for further assistance. A copy of Our complaints policy can be found on Our website or requested by contacting Us.

15.5 If, having exhausted Our complaints procedure, You remain unhappy, You may complain to the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, email www.complaints@gfsc.gi, web www.fsc.gi. It is important to be aware that legally it is not the role of the Gibraltar Financial Services Commission to resolve disputes between You and Us.

16. LIMITATION OF LIABILITY

- 16.1 None of the organisations described in clauses 1.2, 1.3 and 1.4 will be liable for:
- 16.1.1 any fault or failure relating to the use of the Card or Account that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;
 - 16.1.2 the goods or services that You purchase with Your Card;
 - 16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses, howsoever arising;
 - 16.1.4 a merchant refusing to honour a transaction or refusing a payment; or
 - 16.1.5 any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event the liability of the organisations described in clauses 1.2 and 1.3 will be limited to the balance of the Account at the time that the event giving rise to liability occurs.

- 16.2 In addition to the limitations set out in clause 16.1, Our liability shall be limited as follows:
- 16.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or repayment to You of the Available Funds; or
 - 16.2.2 where sums are incorrectly deducted from Your Card or Account due to Our fault, Our liability shall be limited to re-payment to You of an equivalent amount.
- 16.3 In all other circumstances of Our default, Our liability will be limited to repayment of the amount of any Available Funds on the Account.
- 16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have which We are not permitted to exclude or limit, or Our liability for death or personal injury.
- 16.5 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if You have allowed Your Card or details to be compromised due to Your own gross negligence, You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.
- 16.6 The Gibraltar Deposit Guarantee Scheme does not apply to Your Account. This means that in the unlikely event that IDT Financial Services Limited became insolvent, Your Account may become unusable and any funds associated with Your Account may be lost. By using Your Account and by entering into this Agreement You are indicating that You understand and accept these risks.**

16.7 As a responsible e-money issuer We take the security of Your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via Your Account. In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns You might have. Please contact Our Customer Services team for further information in this regard.

17. YOUR PERSONAL INFORMATION

17.1 We collect certain information about the purchasers and the users of the Account in order to operate the Card programme. Finity Management Limited and IDT Financial Services Limited are independent data controllers of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act 2018 (as amended) (UK) and the Data Protection Act 2004 (as amended) (Gibraltar) respectively.

17.2 We may transfer Your personal data outside the UK and/or EEA where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer personal data outside the UK and/or EEA, We will take steps to ensure that Your personal data is afforded substantially similar protection as personal data processed within the UK and/or EEA. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of the UK and/or EEA. Your use of Our products and services will indicate to Us that You agree to the transfer of Your personal data outside the UK and/or EEA. If You withdraw Your consent to the processing of Your personal data or its transfer outside the UK and/or EEA, which You can do by using the contact details in clause 15.1, We will not be able to provide Our services to You. Therefore, such withdrawal of consent will be deemed to be a termination of the Agreement.

17.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.

17.4 You have the right to request details of the personal information that is held about You, and You may request this by writing to Us. Where legally permitted, We may charge for this service.

17.5 Please refer to the Privacy Policy of IDT Financial Services Limited <https://idtfinance.com/privacy-policy/> and the Privacy Policy of Finity via <https://www.finity.co.uk/privacy-policy/> for full details, both of which You accept by accepting the Agreement.

18. CHANGES TO THE AGREEMENT

18.1 If any changes are made, they will be publicised on Our Website at least 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change). Copies of the most up-to-date version of the Agreement will be made available on Our Website at all times and will be sent to You by email upon request free of charge at any point during the Agreement.

- 18.2 We will also notify You of any change to the Agreement by email at least 2 months in advance. You will be deemed to have accepted the change if You do not notify us otherwise prior to the date the change takes effect and continue to use the Account. If You do not accept the change, You may end this Agreement immediately and free of charge before the expiry of the notice.
- 18.3 There may be times when We will have to change this Agreement without notice or with a notice shorter than 2 months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the Card scheme. If this is the case, We will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advanced notice is not possible. Your right under clause 10.3 to terminate the Agreement at any time free of charge would not be affected.

19. ASSIGNMENT

We may assign the benefit and burden of this Agreement to another company at any time by giving You 2 months' notice of this. If We do this, Your rights will not be affected. You will indicate agreement to the assignment by the continued use of the Account following the 2 months' notice period. If You do not agree to the assignment, You may cancel the Agreement and request a return of the Available Funds without penalty.

20. SEVERANCE

If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

21. LAW AND COURTS

The Agreement, and Your relationship with Us arising out of or relating to the Agreement, will be governed by the law of England and Wales. However, if You are resident outside of the UK, any relevant consumer protection law of Your home jurisdiction that exceeds the consumer protection law of England and Wales will apply to the Agreement. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the courts of England and Wales. However, if You are resident outside of the UK, the Agreement will be subject to the relevant court in Your home jurisdiction.