



## Terms and Conditions

**Please note:** if you successfully upgrade your Prime Card to become reloadable, a different set of terms and conditions will apply – see our website at [www.idtprime.com](http://www.idtprime.com)

### 1. Your Card

- 1.1 Your Card is a prepaid electronic money (e-money) payment card. It is not a credit card.
- 1.2 When you purchase your Card at a retail store, the retailer will load it with the amount of e-money that you purchase, subject to the available denominations as well as a maximum of £150 (or less, if we so require) and a minimum of £10. When you purchase a card via our website which may be found at [www.idtprime.com](http://www.idtprime.com), the maximum load is £500. The money loaded onto your Card is then available for you to spend once you activate your Card.
- 1.3 You cannot load additional sums onto your Card after you have purchased your Card. You can, however, purchase more Cards. Also, you may be able to upgrade your Card to a Prime reloadable card (subject to applicable terms and conditions) once this facility is available.
- 1.4 The Available Funds on your Card will not earn any interest.
- 1.5 As your Card is a prepaid card and not a credit card, you must ensure that you have sufficient Available Funds on your Card to pay for each purchase or payment that you make using your Card (including value added tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed with your Card where the Transaction amount exceeds the Available Funds on your Card, you must repay us the amount of such excess immediately.
- 1.6 Your rights and obligations in relation to your Card are as set out in this Agreement. This Agreement does not give you any rights against MasterCard International, its affiliates or any third party.
- 1.7 The Card remains our property at all times.
- 1.8 Only persons over 18 years of age are entitled to purchase the Card. Once purchased, the Card may be given to another person, including a person under 18 years of age. However, Transactions by persons under 18 years of age may not be allowed by some Merchants.

### 2. Use of your Card

- 2.1 You can use your Card up to the amount of the Available Funds to enter into Transactions at Merchants displaying the MasterCard acceptance mark, including Transactions with Merchants over the internet, by phone or mail order. If the Available Funds are insufficient to pay for the Transaction, some Merchants will not permit you to combine use of the Card with other payment methods, e.g. cheque, cash or another payment card.
- 2.2 You cannot use your Card to make cash withdrawals, whether from ATMs, banks, shops, or otherwise. You will also be unable to use your Card with some Merchants who provide services which include the remittance of money or other services involving cash
- 2.3 The value of each Transaction and the amount of any fees or charges payable by you under this Agreement will be deducted from the Available Funds.
- 2.4 In order to protect you and us from fraud, Merchants will seek authorisation before processing any Transaction. If a Merchant is unable to get an online authorisation from us, he may not be able to authorise your Transaction.
- 2.5 We may refuse to authorise any use of your Card which would or could breach these terms and conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other offence with the use of, or in connection with, your Card.

- 2.6 A Transaction Fee is payable in respect of each Transaction.
- 2.7 You may gift the Card to another person subject to providing him with a copy of these terms and conditions (which will then bind both you and the person to whom you have gifted the Card) and subject to the Card then being used only by that person.

### 3. Special use of your Card

- 3.1 In some circumstances we or Merchants may require you to have Available Funds in excess of the Transaction amount. For instance, at restaurants you may be required to have 20% more on your Card than the value of the bill to allow for any service charge added by the restaurant.
- 3.2 In some circumstances Merchants may require verification that your Available Funds will cover the Transaction amount and initiate a hold on your Available Funds in that amount.
- 3.3 You will not be able to use your Card at “pay-at-pump” petrol pumps. However, you will normally be able to use your Card to pay for petrol by presenting the Card to the kiosk or to a service station attendant.
- 3.4 If you have registered with us and notified us that you are under 18, we will endeavour to prevent the Card being used for Transactions involving certain unsuitable categories of goods or services.
- 3.5 In countries outside the UK, some Merchants may not accept your Card. It is your responsibility to check the position with each Merchant. We accept no liability if a Merchant refuses to accept your Card.

### 4. Activating your Card and Accessing your Account Details

- 4.1 You should make a record of your Card number immediately upon receipt, in case you lose it subsequently.
- 4.2 The user of the Card must sign the signature strip on the Card immediately when he receives it.
- 4.3 Before you can use your Card for the first time, you must activate it. You can do so by calling us on **0800 458 7150** and, when prompted, you must enter your Card number and the Account Code.
- 4.4 You will receive an Account Code with your Card. You will need this Account Code to activate your Card, and to perform the following functions in relation to your Card or Account:
  - (a) register your details;
  - (b) check the amount of Available Funds;
  - (c) check Transaction details;
  - (d) transfer your Available Funds to a new Card (see Condition 8);
  - (e) cancel your Card (see Condition 9.1); and
  - (f) report your Card as lost or stolen.
- 4.5 In some countries, including the USA, Merchants may ask you to enter a four digit PIN to complete your Transaction. In such cases, you should inform the Merchant that no PIN was issued with your Card, and offer to provide your signature instead (although this may not be accepted, in which case you cannot use your Card with that Merchant).
- 4.6 For security purposes, you should keep your Account Code safe, and separate from your Card or any record of your Card number. We will not incur any liability if you fail to do so.
- 4.7 If you lose or forget your Account Code before you register your Card, we cannot issue you with a replacement Account Code. You should, however, continue to be able to use your Card for Transactions with most Merchants.

### 5. Registration

- 5.1 If you want to enter into Transactions over the internet, some websites require you to enter your name and address. In order for your Card to work on these websites, you will have to register a user name and address with us. You can register either free of charge at [www.idtprime.com](http://www.idtprime.com) or by telephoning us

on **0870 144 0280**. We will charge a Registration Fee if you register by telephone.

- 5.2 We will ask you to quote your Card number, your Account Code and the day, month and year of your birthday in order to register your details.
- 5.3 We reserve the right at any time to satisfy ourselves as to your identity and home address (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering.

### 6. Safeguarding your Card

- 6.1 The Card may only be used by the purchaser of the Card or, where the Card has been gifted to another person, by that person. You must not allow any other person to use your Card.
- 6.2 You must not disclose your Account Code to anyone else. You must take all reasonable steps to prevent anyone else from learning your Account Code.
- 6.3 If you believe that someone else knows your Account Code and has or may be able to access your Card number, you should contact us immediately and we will issue you with a new Card, loaded with your latest Available Funds (less a Card Replacement Fee), and a new Account Code.
- 6.4 You agree to indemnify and hold us harmless against any fraudulent use made of your Card by you or any person authorised by you.
- 6.5 If you act without reasonable care and this causes losses, you will normally be responsible for such losses.
- 6.6 Once the Available Funds have been spent or the Card has expired or if it is found after you have reported it as lost or stolen, you should destroy the Card by cutting it in two through the magnetic strip.

### 7. Keeping you Informed

We will not send you a statement. However, you can check your Available Funds and Transaction history at any time by calling us on **0870 144 0280** or by visiting our website [www.idtprime.com](http://www.idtprime.com) and supplying your Account Code. This service is free but all telephone calls are charged at the national calling rate (if using a BT landline).

### 8. Transferring to another Card account

If you have registered your Card with us in accordance with Condition 5, you can transfer your Available Funds (provided they do not exceed £20) from your Card to a new activated Card that you have purchased, by visiting our website at [www.idtprime.com](http://www.idtprime.com), provided that the total cumulative value of e-money loaded on the new Card using this type of transfer does not exceed £500.

### 9. Cancellation of your Card

- 9.1 If you wish to cancel your Card at any time, you must:
  - (a) activate your Card and register your details in accordance with Condition 5 (if you have not already done so)
  - (b) call our Customer Services on **0870 144 0280** informing them of your wish to cancel and to claim a refund of monies. (Customer Services will then suspend all further use of your Card); and
  - (c) write to us at **Customer Services, IDT Financial Services Limited, PO Box 1374, Gibraltar** confirming your request, quoting your Card number and enclosing a photocopy of your passport (on the picture page) and a copy of a recent (less than 3 months old) utility bill bearing your name and address, in each case certified as being a true copy of the original by a suitable professional (for example lawyer, accountant, teacher, doctor, police officer, post office official, chemist, local government officer) providing his own contact details.
- 9.2 Once we have received all the necessary information from you and all Transactions and applicable fees and charges have been processed we will refund to you any Available Funds less any fees and charges payable to us, provided that:
  - (a) your Available Funds are greater than the pounds sterling

equivalent of €10 (10 Euros);

- (b) we do not have reasonable grounds to believe that you have acted fraudulently; and
- (c) we are not required to withhold your Available Funds by law or regulation, or at the request of the police, a court or any regulatory authority.

We will charge a Balance Reclaim Fee.

If, following reimbursement of your Available Funds, any further Transactions are found to have been made or charges or fees incurred using your Card, we will notify you of the amount and you must immediately repay to us such amount on demand.

We will transfer the Available Funds, less any deductions referred to above, to you by cheque or telegraphic transfer (less any bank charges) to your nominated bank account in your name. We may in our discretion transfer the Available Funds to you by another payment method.

### 10. Expiry of your Card

- 10.1 Your Card has an expiry date printed on it. It is not possible to purchase a Card less than one year before the expiry date. Your Card will expire on the earlier of the expiry date and the date on which the Available Funds on your Card reach £0.00. If your Card expires before your Available Funds are exhausted, you can contact us on **0870 144 0280** to request a replacement Card, provided you do so within 90 days of the expiry date and have previously registered with us. We will then issue you with a replacement Card against payment of a Card Replacement Fee. Alternatively you can redeem the Available Funds on your expired Card in accordance with Condition 9, provided you do so within 90 days of the expiry date. You may not use your Card after the expiry date.
- 10.2 The value (e-money) on your Account will no longer be valid once 90 days have elapsed after the expiry date shown on your Card. If you fail to request a replacement Card and fail to redeem the Available Funds within 90 days of the expiry date, you will no longer be able to redeem or use any unused value remaining on the Account.

### 11. Ending the Use of your Card

- 11.1 We may end or suspend, for such period as may reasonably be required, the use by you of your Card at any time, without prior notice:
  - (a) in the event of any fault or failure in the data information processing system;
  - (b) if we reasonably believe that you have used or are likely to use your Card, or allow it to be used, in breach of these terms and conditions or to commit an offence or that any Available Funds on your Card or any other Card issued by us to you may be at risk;
  - (c) where we have serious grounds for doing so.

If we end the use by you of your Card, we will then be able to refund your Available Funds to you, against proof to our satisfaction of your identity and that you are the user, unless we are required to withhold the Available Funds by law or regulation or at the request of the police, a court or any regulatory authority.

If any Transactions are found to have been made or charges or fees incurred using your Card after any action has been taken by us under Condition 11.1, you must immediately repay such amounts to us.

### 12. Loss or Theft of your Card

- 12.1 You should treat the e-money on your Card like cash in your wallet and look after it accordingly. If you lose your Card or it is stolen, you may not be able to recover the e-money on it, in just the same way as you would usually not be able to recover cash which you lose or which is stolen from you.
- 12.2 If your Card is lost or stolen or if you think someone is using it without your permission or if your Card is damaged or malfunctions:
  - (a) you must contact us immediately on **0870 144 0280**;

- (b) you must provide us with your Card number and either your Account Code or (if you have previously registered) some other identifying details so that we can be sure we are speaking to you;
- (c) we will then either replace your Card with a new Card loaded with an amount equivalent to your last Available Funds or repay any Available Funds to you, unless we are required to withhold your Available Funds by law or regulation or at the request of the police, a court or any regulatory authority.

12.3 You will be liable for any Transactions that take place prior to your notifying us (whether or not they were made with your permission) and these will reduce the Available Funds on your Card. If our records show that there are Available Funds remaining on your Card, we will cancel the Card to limit any further losses. We can only take steps to prevent unauthorised use of your Card if you tell us your Card number and Account Code or if you have previously registered your Card with us, and can produce sufficient details to identify yourself.

12.4 If we decide to refund any Available Funds to you, this will be paid to you in accordance with Condition 9.4. We will charge you a Balance Reclaim Fee.

12.5 Replacement Cards will be posted to your registered address only. A Card Replacement Fee will be charged.

12.6 If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately notify us on **0870 144 0280**.

12.7 You agree to help us, our agents or the police if your Card is lost or stolen, or if we suspect that the Card is being misused.

### 13. Fees and Charges

13.1 Our fees and charges are set out in the Table below and are variable (see Condition 18.1).

Type of fee	Fee
Available Funds Transfer Fee	£1
Balance Reclaim Fee	£5
Card Replacement Fee	£5
Card Supply Fee	£3 (included in price paid for Card)
Foreign Exchange Charge	2.95% (of Transaction amount)
Investigation Fee	£30
Monthly Maintenance Fee (after three or twelve months – see Condition 13.2)	£2
Registration Fee by Telephone (no fee if you register via our website)	£1
Transaction Fee	2% of Transaction amount (subject to a minimum of 50 pence and a maximum of £1)

13.2 The Card is not intended for long term use (unless upgraded to become a Prime reloadable card - see Condition 1.3). The Card is therefore subject to a Monthly Maintenance Fee (which we will automatically deduct from the Available Funds) at the commencement of each month, following the expiry of the first three months after the Card's activation or (if earlier) the expiry of the first twelve months after the Card's purchase.

13.3 We will have charged a Card Supply Fee when you purchase your Card.

13.4 We will charge a Transaction Fee for each Transaction.

13.5 If you use your Card for Transactions in a currency other than Pounds Sterling (£), the amount deducted from your Available Funds will be the Transaction Amount converted to Pounds Sterling using a rate set by MasterCard on the day we receive details of that Transaction. You will also be charged a Foreign Exchange Charge.

13.6 We will deduct any value added tax, and other taxes, charges and fees due by you to us from the Available Funds. If there are no Available Funds, or value added tax and other taxes, charges and fees incurred exceed the Available Funds, you must pay us the excess immediately.

### 14. Our liability

14.1 Any liability on our part 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:

- (a) We shall not be liable if you are unable to use your Card or Account as set out, or for any reason stated, in Conditions 2.2, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4 and 3.5 or by reason of the loss or theft of or damage to the Card or any malfunction or inability to use the Card on grounds beyond our reasonable control;
- (b) We shall not be liable for any fault or failure beyond our reasonable control relating to the use of the Card, including but not limited to, a lack of Available Funds or fault in or failure of data processing systems;
- (c) We shall not be liable for the goods or services that you purchase with your Card.
- (d) We shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- (e) Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card loaded with any Available Funds or, at our choice, repayment to you of the Available Funds;
- (f) Where sums are incorrectly deducted from your Available Funds due to our default, our liability shall be limited to payment to you of an equivalent amount; and
- (g) In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds.

14.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury.

14.3 In the unlikely event that we become insolvent, the Available Funds may lose their value and become unusable and accordingly you may lose the e-money loaded onto your Card.

### 15. Disputes

15.1 If you believe that a deduction has been made from your Available Funds by mistake, you should contact us on **0870 144 0280** immediately and in any event within 30 days of the relevant Transaction or deduction. You must then confirm the disputed Transaction by writing to Customer Services at IDT Financial Services Limited, Attention: Customer Services, PO Box 1374, Gibraltar, setting out full details of the Transaction and your reason for disputing it. Provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you with any dispute which is a qualifying dispute under the MasterCard scheme regulations.

15.2 It is important that you have taken the precautions set out in these terms and conditions, in particular keeping your Card and Account Code safe. We reserve the right not to refund sums to you if we reasonably believe that you have not acted in accordance with these terms and conditions.

15.3 You must provide us with all receipts and information that are relevant to your claim.

15.4 If our investigation shows that we have incorrectly deducted money from your Available Funds, we shall refund the amount to your Card Account within 30 days of receiving your claim. Refunds below £50 are at our sole discretion. Until our investigation is complete the disputed amount will be unavailable to spend. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Funds. If you do not have sufficient Available Funds, you must repay us the amount immediately.

15.5 We reserve the right to charge you an Investigation Fee for investigating your claim.

15.6 If there is an un-resolvable dispute in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction.

### 16. Complaints

16.1 If you are unhappy with any aspect of our services, please contact our Customer Services at **Customer Services, IDT Financial Services Limited, PO Box 1374, Gibraltar** or **customerservices@idprime.com**.

16.2 All complaints will be dealt with in accordance with our complaints procedure, a copy of which will be sent to you on request. If we are unable to resolve any complaint, you may contact the Financial Services Commission in Gibraltar at P.O. Box 940, Suite 943, Europort, Gibraltar.

### 17. Use of your Information

17.1 We will process personal data given to us in connection with your Card in order to provide you with services relating to the Card.

17.2 We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering regulations. A record of our enquiries may be left on your file.

17.3 We may provide personal data supplied by you to third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union (in countries where different data protection standards may apply). We may also disclose your personal data as required by law or any competent authority.

17.4 We may also use personal data supplied by you in connection with this Agreement to provide you with information about our goods and services.

17.5 By activating your card, you acknowledge and agree to our processing of your personal data as set out above.

17.6 You have the right to receive certain information concerning the personal data we hold about you (on payment of a fee), and to rectify such data where it is inaccurate or incomplete. Please contact Customer Services on **0870 144 0280** for further details.

### 18. Changes to the Terms and Conditions

We may update or amend these terms and conditions (including our fees and the figures appearing in Conditions 1.2, 8 and 13.1) by posting details of such changes on our website [www.idprime.com](http://www.idprime.com). You should regularly check the website to inform yourself of any such changes. By continuing to use the Card after such changes have taken effect, you are indicating your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using your Card immediately. If you are significantly disadvantaged by any change to the terms and conditions, you may cancel your Card in accordance with our cancellation policy (see Condition 9). In such circumstances, and at our discretion, you will not be charged a Cancellation Fee.

### 19. Miscellaneous

19.1 We may assign our rights or transfer our obligations under this Agreement to any third party. This will not adversely affect your rights or obligations under this Agreement.

19.2 We do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person not a party to it, except that MasterCard and its affiliates may enforce any right granted to it under this Agreement.

19.3 Any waiver or concession we may allow you will not affect our strict rights under this Agreement.

### 20. Interpretation

20.1 If any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid or unenforceable, it shall be severable from, and shall not affect, any other provision of this Agreement.

20.2 In this Agreement:

(a) the following words have the following meanings:

“Account” the electronic money account associated with your Card under this Agreement;

“Account Code” has the meaning given in Condition 4.4;

“Agreement” the agreement between you and us incorporating these terms and conditions, as amended by us from time to time;

“Available Funds” at any given time, the value of unspent funds loaded onto your Account and available to pay for Transactions and fees and charges payable under this Agreement;

“Card” a Prime payment card issued to you together with these terms and conditions;

“Merchant” a retailer or any other person that accepts cards which display the MasterCard acceptance mark;

“Transaction” a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card, including where payment is made over the internet, by phone or mail order and “Transaction amount” means the purchase price of the Transaction to the extent it is paid for using the Card;

“user” the person authorised to use the Card, namely either the purchaser of the Card or the person to whom it has been gifted;

“we”, “us” or “our” IDT Financial Services Limited of 57-63 Line Wall Road, Gibraltar including its successors and assigns; and

“you” or “your” the purchaser and/or, where the Card has been gifted to another person, that person.

(b) Words in the singular number shall include the plural and the reverse; words in one gender shall include the other genders. Headings are for convenience only and shall not affect the meaning of any provision.

20.3 This Agreement shall be interpreted in accordance with the laws of England and Wales.

### 21. Regulation

The Gibraltar Deposit Guarantee Scheme does not cover e-money issued by us or claims made in connection with our issuing e-money. There is no scheme to compensate holders of e-money issued by us in cases where we are unable to satisfy claims against us in relation to e-money.