

Your Upgraded Prime Prepaid MasterCard Terms and Conditions
12th October 2016

This document applies to you if you have fully upgraded your Prime Prepaid MasterCard and it has a card number beginning 51180850

DEFINITIONS

“**Agreement**” means these terms and conditions,

“**Additional Cardholder**” means the person nominated by You to use an additional or secondary Cards issued to You.

“**Available Funds**” means at any given time any unspent funds loaded onto Your Card which are available to pay for transactions and fees and charges payable under this Agreement.

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

“**Card**”, **Prime Prepaid MasterCard Card** “, or **Prepaid MasterCard Card**” means an electronic money card issued by Us to You.

“**Cardholder**” means the person to whom or for whose benefit a Card is issued.

“**Commencement Date**” means the date You commence using the Card or activate it.

“**Expiry Date**” means the date printed on Your Card which is the date Your Card will cease to work.

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

“**We**”, “**Us**” or “**Our**” means IDT Financial Services Limited including its successors and assignees

“**Website**” means our website at www.idtprime.com

“**You**” or “**Your**” refers to the Cardholder.

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

1.1 This Agreement sets out the general terms and conditions that apply to the Prime Prepaid MasterCard Card. This document forms the Agreement between You and Us governing the possession and use of the Card. By using the Card or activating it (see clause 2.3) You accept the Agreement. Copies of this Agreement can be found on the Website. Copies of this Agreement can also be obtained free of charge by contacting Our Customer Services team in accordance with clause 15.

1.2 E-money is issued and held and cards are issued by IDT Financial Services Limited pursuant to a licence from MasterCard International Incorporated. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office: 57-63 Line Wall Road, Gibraltar. Registered No. 95716. At all times the Card remains the property of IDT Financial Services Limited.

- 1.3 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 the English language.

2. CARDS

- 2.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept MasterCard cards. It is designed for use in shops and retail locations where You are physically present or for online [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 retailers; such retailers have been blocked by Our systems in order to prevent the potential use of cards for unauthorised or unlawful activity.
- 2.2 The Card is an electronic money (“e-money”) product regulated by the Financial Services Commission (“FSC”), Gibraltar. It 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 Card to pay for each purchase, payment or cash withdrawal using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check clause 8 of this Agreement for further information.
- 2.3 When You receive Your Card, it will be issued to You in an inactive state. You will need to activate it by calling Us on 08081683556 prior to use. The Card will normally be ready for use one hour after activation. If You do not activate Your Card, any transactions that You attempt to carry out may be declined.

3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS

- 3.1 The Card is a financial services product, and We are therefore required by law to hold certain information about Our customers. We use this information to administer Your Card, and to help Us identify You and Your Card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see clause 17 for more information.
- 3.2 In order to receive an upgraded Card, You must be at least 18 years old and a UK resident. We will require evidence of who You are and of Your address. We may ask You to provide some documentary evidence to prove this and/or We may carry out 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 or use of the Card will indicate to Us that You consent to the checks described in this Agreement being undertaken.
- 3.5 Where permitted, You may request additional Cards linked to Your Card. You authorise Us to issue Cards and PINs to the Additional Cardholders and You authorise each Additional Cardholder to authorise transactions on Your behalf. You remain responsible for any fees, transactions, use or misuse of any Card or additional Card requested by You.

3.6 This Agreement also applies to any additional Cards and cardholders that You have arranged. It is important that You communicate this Agreement to any Additional Cardholders before they start using the Card and ensure that they comply with its terms.

4. FEES AND CHARGES

4.1 The fees and charges associated with this Card form an integral part of the Agreement. All fees and charges are described below and may also be found on Our Website or issued upon request by contacting Our Customer Services team in accordance with clause 15 on 0330 7771880 or 03307771888 or by emailing You should be aware that other taxes or costs may exist that are related to the Card but are not paid via Us or imposed by Us.

Type of fee	Fee
Transaction Fee	2% of transaction amount (subject to a minimum of 50p and a maximum of £1)
Foreign Exchange Charge	2.95% (of transaction amount)
ATM Balance Enquiry Fee	15p per enquiry
Monthly Inactivity Fee	£2.95 per month if no transactions are processed for 3 consecutive months.
ATM (domestic)	75p per withdrawal.
ATM (international)	£1.50 per withdrawal.
Lost / Stolen or damaged Card replacement.	£5
Card renewal	£5
PIN replacement or reminder	50p
Chargeback processing Fee	£30
SMS Text Balance Fee (optional)	25p
SMS Quick Balance Enquiry	10p
SMS Transaction History	10p
LOADING FEES	
Paypoint	2% of load amount (subject to a minimum of 80p)
ePay	2% of load amount (subject to a minimum of 80p)
Post Office	For loads under £100 a fee of 49p is charged. Loads over £100 are free of charge.
Bank Transfer	Free of charge
Boss Revolution stores	£1
LIMITS	
Maximum balance on Card at any one time	£5,000
Maximum value of loads per year	£10,000

4.2 Should You have any queries about the fees and charges, please contact Us using the details in clause 4.1 above.

5. HOW TO USE THE CARD

5.1 A Card may only be used by the person to whom the Card was issued. In the case of an Additional Card, that Card may only be used by a person nominated by You as the primary Cardholder. The Cards are otherwise 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 or Your Additional Cardholder 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; or
 - 5.2.3 relevant information was supplied to the retailer that allows them to process the transaction, for example 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.
- 5.3 Normally, We will receive notification of Your or Your Additional Cardholder's authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (MasterCard network). Once You or Your Additional Cardholder have authorised a transaction, the transaction 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 or Your Additional Cardholder's authorisation of a transaction and the transaction payment order, normally We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. The 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 executed wholly within the United Kingdom 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 [or the UK] 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 European Economic Area will be executed no later than 4 Business Days following the 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 possible.
 - 5.4.4 The payment order will be received when We receive it from the retailer's payment service provider, automated teller machine (ATM) operator or directly from You. If We receive the payment order after 4:30 pm, 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 or the Additional Cardholder have not deliberately used the Card in the manner that would result in a negative balance. We will deal with 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, where the Merchant allows it, You or the Additional Cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.
- 5.7 If You or the Additional Cardholder 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 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.
- 5.8 If You do not use Your Card for three consecutive months, We will charge You a Monthly Inactivity Fee (see clause 4), which will continue until i) You or the Additional Cardholder start using the Card again, ii) any remaining Available Funds are depleted, or iii) termination of the Agreement, whichever is sooner.
- 5.9 We also offer an optional SMS Text Balance Service which allows You to receive an SMS text showing Your current Available Funds every morning, provided at least one transaction has taken place on Your Card during the previous 24 hours. You can register for this service on Our website idprime.com. If You choose to register for this service, in accordance with clause 4, a monthly SMS Text Balance Fee will be deducted from Your funds at the beginning of each month for the duration of the period for which You remain registered for this service.
- 5.10 Alternatively, You can receive details of Your last three transactions at any time by text message by sending an SMS from the mobile You have registered with Us to 57887; You will incur an SMS Transaction History Fee, as detailed in clause 4, each time You use this service. You can also check Your current Available Funds at any time by sending an SMS from the mobile You have registered with Us to 57887; You will incur an SMS Quick Balance Enquiry Fee each time You use this service.
- 5.11 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 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 Card to pay for each purchase, payment or cash withdrawal using the Card.
- 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 at automated fuel dispensers or for any illegal purposes.

- 6.4 In some circumstances We or retailers 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
- 6.5 The Card may only be loaded via channels that We approve. The type and nature of these load channels will depend on the commercial relationship We have with Our partners. The load channels applicable to Your Card are described in clause 4, however, should You have any questions about ways to load Your Card please contact Our Customer Services team in accordance with clause 15.
- 6.5 Spending limits apply to the Card. For details see clause 4.

7. MANAGING YOUR CARD

- 7.1 You will need access to the internet to manage the Card. You may check the balance and Available Funds on Your Card or view a statement of recent transactions, which will be updated daily, by visiting www.idtprime.com in Your secure personal login area and following the login request for the Card.

8. EXPIRY OF THE CARD

- 8.1 Your Card will expire on the 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 and You will not be entitled to use the Card.
- 8.2 In some cases, We may issue a new Card to You shortly before the Expiry Date, however, We are not obligated to do so, and may elect not to issue a replacement Card at Our sole discretion.
- 8.3 Any arrangements for the issue of a replacement Card in accordance with clause 8.2 above will be described On the website. The “cooling off” period described in clause 9 will not apply to any replacement Card issued by Us.

9. COOLING OFF AND REDEMPTION PROCEDURE

- 9.1 If this is Your first registration for a Card, You are entitled to a 14-day “cooling off” period from the date of the successful registration of Your Card during which You may cancel Your Card. Should You wish to cancel Your Card and this Agreement during the “cooling off” period, please return the Card to Us at the address in clause 15, cut in half through the magnetic strip, unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made to You. Note that You will not be entitled to a refund of any fees if You have used Your Card during the 14-day “cooling off” period.
- 9.2 Following the end of the “cooling off” period in clause 9.1 above, You may terminate this Agreement in accordance with clause 10.3 and redeem all of the Available Funds on the Card at any time free of charge by contacting Our Customer Services team in accordance with clause 15. We will make an electronic transfer to a bank account that You nominate for the amount of the remaining Available Funds on the Card. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, or if Your Card is not in good standing.

- 9.3 If You request redemption 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 Card.
- 9.4 If for any reason You have some Available Funds left following the termination of the Agreement, You may redeem them in full, free of charge, up to 6 years following the termination.

10 TERMINATION OF THIS AGREEMENT

- 10.1 Subject to clauses 10.2 and 10.3, this Agreement will terminate 4 years from the date on which You accept this Agreement in accordance with clause 1.1 subject to:
- 10.1.2 a replacement Card being issued to You on the Expiry Date of Your Card in accordance with clause 8.2; or
- 10.1.3 a request for cancellation by You and/or redemption by You of the entire remaining balance on Your Card in accordance with clause 9.2 above.
- 10.2 We may terminate this Agreement:
- 10.2.1 if You or Your Additional Cardholder breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use Your Card or any of its facilities in a manner that We believe is fraudulent or unlawful;
- 10.2.2 if You or Your Additional Cardholder act in a manner that is threatening or abusive to Our staff, or any of Our representatives;
- 10.2.3 if You fail to pay fees or charges that You have incurred or fail to put right any shortfall on the balance of Your Card; or
- 10.2.4 upon provision of two months' notice.
- 10.3 You may terminate the Agreement at any time by contacting Us using the contact details in clause 15.1.
- 10.4 If the Agreement terminates, We will cancel Your Card and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Card.

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 or Your Additional Cardholder unless You notify Us otherwise in accordance with clause 14.1.
- 11.2 You and Your Additional Cardholder are responsible for keeping Your Card and its details safe. This means You and Your Additional Cardholder must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction.

11.3 You must keep Your PIN safe at all times. This includes:

11.3.1 memorising Your PIN as soon as You receive it, and destroying the letter or other document on which We provided the PIN to You immediately;

11.3.2 never writing down Your PIN;

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 this by You or the Additional Cardholder may be treated as gross negligence and may affect Your ability to 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

0330 777 1880/0330 777 1888

12.1 If You lose Your Card or it is stolen or damaged or You suspect it has been used by someone else, You must notify Us without undue delay as soon as You become aware of this by telephoning 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.

12.2 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 certain security checks, We may issue a replacement Card and/or PIN to You. Certain fees may apply for the re-issue of a lost or stolen card, please see clause 4 for further details. The “cooling off” period described in clause 9 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 services purchased with the Card.

13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty), it can take several days for the notification of the refund and the money itself to reach Us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to Your Card.

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 get a refund You must contact Our Customer Services team without undue delay - as soon as You notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from the Card. We will immediately (and no later than close of business on the day the refund was requested) refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 14. If the refund request is received on a non-business day or after 4:30 pm on a business day, We will make the refund at the beginning of the next business day. If We are liable for an incorrectly executed

transaction, We will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement. 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.

- 14.2 We will limit Your liability to £50 for any losses incurred in respect of unauthorised transactions subject to the rest of this clause 14.
- 14.3 You will be liable for all losses incurred in respect of an unauthorised transaction if:
 - 14.3.1 You or Your Additional Cardholder have acted fraudulently; or
 - 14.3.2 have intentionally or with gross negligence failed to:
 - 14.3.2.1 look after and use Your or Your Additional Cardholder Card in accordance with the Agreement; or
 - 14.3.2.2 notify Us of the problem in accordance with clause 12.1.
- 14.4 Except where You or Your Additional Cardholder have acted fraudulently, You will not be liable for any losses incurred in respect of an unauthorised transaction:
 - 14.4.1 which arise after Your notification to Us;
 - 14.4.2 where We have failed at any time to provide a means of notification; or
 - 14.4.3 where You or Your Additional Cardholder have used the Card in a distance contract, for example, for an online purchase.
- 14.5 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 – if Our investigations show that:
 - 14.5.1 any disputed transaction was authorised by You or Your Additional Cardholder;
 - 14.5.2 You or Your Additional Cardholder has acted fraudulently; or
 - 14.5.3 for losses incurred before notification to Us was made, You or Your Additional Cardholder has intentionally or with gross negligence failed to comply with Your Obligations under the Agreement as regards the use of the Card, including but not limited to the obligation to:
 - 14.5.3.1 keep Your card details safe (Clause 11) and
 - 14.5.3.2 notify Us without undue delay in case of loss, theft or use by someone else (Clause 12.1).

- 14.6 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 need to contact Our Customer Service team in accordance with clause 15 and present relevant evidence to show that the transaction has been cancelled or reversed.
- 14.7 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:
- 14.7.1 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;
 - 14.7.2 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;
 - 14.7.3 if there is an outstanding shortfall on the balance of Your Card;
 - 14.7.4 if We have reasonable grounds to believe You are acting in breach of this Agreement;
 - 14.7.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
 - 14.7.6 if We are required to do so by law.
- 14.8 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.7 above, We will notify You as soon as reasonably practicable that it has been refused and the reasons for the refusal, together where relevant, with the procedure for correcting any factual errors that led to the refusal.
- 14.9 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 Card or We suspect Your Card 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, issue a new Card free of charge as soon as practicable once the reasons for the suspension cease to exist.
- 14.10 You may claim a refund for a transaction that You or the Additional Cardholder authorised provided that:
- 14.10.1 Your or Your Additional Cardholder’s authorisation did not specify the exact amount when You consented to the transaction; and
 - 14.10.2 the amount of the transaction exceeded the amount that You could reasonably have expected it to be taking into account Your or Your Additional Cardholder’s 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 9am until 6pm 7 days a week. During these hours We will endeavour to resolve all enquiries immediately, however, please note that certain types of enquiry can only be resolved during normal business opening hours. You can contact Our Customer Services team by the following methods:
- Telephoning 0330 7771880 or 03307771888 (We will not charge you for this service, but all telephone calls are charged at the national calling rate if using a BT landline.)
 - Emailing customerservices@idtprime.com
 - Writing to IDT Financial Services Limited, Customer Services, PO BOX 1374, Gibraltar.

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, unless stated otherwise in the Agreement.

- 15.2 Our business opening hours are Monday to Friday, 9am to 6.00pm. 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 care team and You wish to escalate Your complaint, please forward Your complaint to IDT Financial Services, 57-63 Line Wall Road, Gibraltar. Email address: complaints@idtfinance.com
- 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. Tel +350 200 40283, Fax +350 200 40282, e-mail psdcomplaints@fsc.gi, web www.fsc.gi.

16. LIMITATION OF LIABILITY

- 16.1 We will not be liable for:
- 16.1.1 any fault or failure relating to the use of the Card 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 or Your Additional Cardholder's purchase with Your Card;
- 16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or
- 16.1.4 any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event Our liability will be limited to the balance of the Card at the time that the event 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 on Your Card; or
- 16.2.2 where sums are incorrectly deducted from Your Card due to Our fault, Our liability shall be limited to 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 Card.
- 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 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 and Your Additional Cardholder 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 Card. This means that in the unlikely event that IDT Financial Services Limited became insolvent, Your Card may become unusable and any funds associated with Your Card may be lost. By using Your Card 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 Card. 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.

17. YOUR PERSONAL INFORMATION

- 17.1 We collect certain information about the purchasers and the users of the Card in order to operate the Card programme. IDT Financial Services Limited is the Data Controller of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act 2004 (Gibraltar).
- 17.2 We may transfer Your personal data outside the European Economic Area (“EEA”) to Our commercial partners 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 EEA, We will take steps to ensure that Your personal data is afforded substantially similar protection as personal data processed within the EEA. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of the EEA. Your use of Our products and services will indicate to Us that You agree to the transfer of Your personal data outside the EEA. If You withdraw Your consent to the processing of Your personal data or its transfer outside the 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 receive this by writing to At the contact details in clause 15. Where legally permitted, We may charge for this service.

17.5 Please refer to our Privacy Policy [<http://www.idtprime.com/terms/PrimePrivacyPolicyApr14.pdf>] for full details, which You accept by accepting the Agreement.

18. CHANGES TO THE AGREEMENT

18.1 Subject to the rest of this clause 18 this Agreement may be changed or amended by Us at any time for legal, regulatory, commercial or security reasons, or to enable the proper delivery of or to improve the delivery of the Card scheme, or for any other reasons.

18.2 If any changes are made, they will be publicised on Our Website 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). 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.

18.3 We will also notify You of any change to the Agreement by email 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 Card. If You do not accept the change, You may end this Agreement immediately and free of charge before the expiry of the 2-month notice.

19. LAW AND COURTS

19.1 English law applies to these Terms and Conditions and to Our dealings with You and You will be subject to the non-exclusive jurisdiction of the English courts.

20. ASSIGNMENT

20.1 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.

21. SEVERANCE

21.1 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.