

Cardholder Terms and Conditions

Prepaid Cards

Version March 2015

Introduction

These Terms and Conditions apply to the use of Your MasterCard® Card. The latest version of these Terms and Conditions is posted on the website detailed on the reverse of Your Card. For the avoidance of doubt this contract is between you and Raphaels. Raphaels has appointed the Card Distributor as its agent for the purposes of this Agreement. Where the context so admits the Card Distributor and Raphaels are referred to as We, Us, Our or Ourselves. Your Card is an “e-money” product given to You on behalf of the Card Distributor.

The e-money associated with Your Card, which is available for You to spend, is provided to You by R. Raphael & Sons plc and the Card Distributor, shall act as an agent for R Raphael & Sons plc. Before using Your Card You must follow the procedure set out in Clause 3 to confirm that You accept these Terms and Conditions. Following receipt of this confirmation by Us, Your Card will be activated. You should therefore read these Terms and Conditions carefully and if there is anything You do not understand or do not agree with please contact Cardholder Services. You should keep this document in a safe place for future reference.

These Terms and Conditions set out the terms of Our relationship with You and explain Your and Our obligations to each other.

1. Definitions

In these Terms and Conditions, the following expressions shall have the following meanings:

“**Account**” means the electronic Account which is linked to the use of Your Card and is maintained for Your Card.

“**Agreement**” means the agreement with Us in relation to the Card and which is made up of these Terms and Conditions, any amendments to them as notified to You and any other document which You are required to sign for the provision of the Card.

“**ATM**” means an automated teller machine or cash dispenser bearing the MasterCard logo.

“**Available Balance**” means the value of funds loaded onto Your Card and available for You to spend from time to time.

“**Business Day**” means any day (other than a Saturday or Sunday) on which banks are open for business in the United Kingdom.

“**Card**” means the plastic prepaid MasterCard® Card, and including any Partner Card(s), issued to You under this Agreement which You may use in accordance with these Terms and Conditions and the description of uses on the Card.

“**Card Carrier**” means the documentation that is enclosed with Your Card and is sent to you in relation to Your Card, when it is delivered to You including any specific functionality that Your Card may have.

“**Card Distributor**” means the entity that has requested that a Card is issued to You, and in this Agreement means The Grass Roots Group UK Limited (registered number: 4155659) whose registered office is at Pennyroyal Court, Station Road, Tring, Hertfordshire HP23 5QY.

“**Card ID Number**” means the 9 digit number on the front of Your Card.

“**Cardholder**” means You, the authorised user issued with a Card who enters into the Agreement.

“**Cardholder Services**” means the website or helpline operated by Us or on Our behalf which deals with queries and

requests from Cardholders in relation to the activation and use of a Card under these Terms and Conditions. The contact details for Cardholder Services are set out in Clause 13.

“CAT Terminals” means any Customer Activated Terminals such as but not limited to pay@pump, toll roads, car parks or train ticket terminals

“Charges” means the charges for the use of Your Card as set out or described in Clause 4 of these Terms & Conditions.

“e-money” means the money issued by Raphaels which is held electronically on the Card and is available for You to spend.

“FCA” means the Financial Conduct Authority.

“Merchant” means a retailer, or any other person, firm or company that displays the MasterCard logo and can accept MasterCard debit cards using an electronic terminal.

“Partner Card” means a Card which is ancillary to Your Card and which has been provided to a third party as requested by You and agreed by Us and where the context so admits, shall be included in the expression Your Card.

“PIN” means the personal identification number given to You (or which You have chosen) for use with the Card (where applicable).

“PRA” means the Prudential Regulation Authority.

“Raphaels” means R. Raphael & Sons plc (registered number 01288938) whose registered office and head office is at 19-21 Shaftesbury Avenue, London W1D 7ED which is a UK bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 161302 and is permitted to issue e-money.

“Reload” means to add further money to Your Account which will be shown in Your Available Balance.

“Terms and Conditions” means these Terms and Conditions and those set out in any product leaflet, website or Card Carrier.

“Transaction” means any retail sale completed by You using Your Card.

“We”, “Us”, “Our” or “Ourselves” (or any other variations thereof) means Raphaels, and/or where context so admits, the Card Distributor and/or any other person or entity to whom we may transfer or assign Our rights and obligations in the future.

“You” or “Your” means the Cardholder to whom the Card is issued (and please note that You shall be fully responsible for any Partner Card(s)).

2. Your Card

2.1 This Card, issued by Raphaels to You on behalf of the Card Distributor, will be loaded with funds from time to time at the request of the Card Distributor. The Card is a MasterCard debit card and is not a credit card or charge card. You must not attempt to use Your Card to obtain credit. The Card shall remain the property of Raphaels at all times. Your Card is not connected to a bank account. Your Card cannot be used to pay off credit card bills, credit agreements, loan agreements or any other such debt instruments or for any other use referred to in Clause 4.

2.2 The currency in which Your e-money is denominated is either Pounds Sterling, US Dollars, Euro. The relevant currency will either be printed on Your Card or detailed within the Card Carrier.

2.3 Your Card is issued to You for use by You only and cannot be used by any person other than You. If We find out that Your Card is being used by any person other than You, We may deactivate the Card and close Your Account.

2.4 The Card may only be issued to and used by persons over the age of 16. If You receive the Card and You are under the age of 16, You must contact Customer Services immediately. You will

be entitled to redeem the funds on the Card in accordance with Clause 7.5 below. You must not use the Card and You must cut it in half through the magnetic stripe and chip and dispose of it carefully.

2.5 You will not earn interest at any time on the Available Balance on Your Account.

2.6 If You have any difficulties in using Your Card, contact Cardholder Services.

2.7 In relation to any Partner Card which has been given to a third party, You remain fully responsible and liable for any use of the Partner Card and any transactions made using the Partner Card will be deducted from the funds in Your Account. For the avoidance of doubt where a Partner Card has been issued to a third party both Your Card and the Partner Card utilise funds solely from Your Account.

2.8 If You leave the programme under which Your Card was issued or the programme under which your Card was issued is terminated, We reserve the right to either: (a) charge You the monthly Administration Fee as set out in Clause 4.4; or (b) cancel Your Card and transfer the Available Balance onto another Card and charge You the monthly Administration Fee as set out in Clause 4.4. No Partner Cards will be issued and You will not receive any other Card related benefits as had been previously communicated to You after You leave the programme under which Your Card was issued.

2.9 If Your Card has not been used for a period of 6 consecutive months, We shall start charging the monthly Administration Fee set out in Clause 4.4 until the Card expires or until the Available Balance on Your Card is at zero. Your right to redeem the Available Balance under Clause 7 remains unaffected by this Clause.

3. Receipt of Card and Card Activation and PIN retrieval

3.1 On receipt of Your Card, You should sign it straight away on the reverse.

Before Your Card can be activated You must confirm Your acceptance of these Terms and Conditions. Details on how to do this will be shown on Your Card Carrier. When You activate Your Card You will be asked to enter the Card ID Number printed on the front of Your Card and the activation code which, for security reasons, will be advised to You separately, and not with Your Card Carrier. Following Your acceptance of these Terms and Conditions, Your Card will be activated and You can retrieve Your PIN as per the instructions on Your Card Carrier. You may change Your PIN pursuant to Clause 4.5.

3.2 You can also call Cardholder Services at the number detailed on the reverse of Your Card and on Your Card Carrier who will tell You the other ways that You can accept these Terms and Conditions and activate Your Card.

3.3 Prior to activation of Your Card the funds are not treated as e-money and as such if you do not activate Your Card within 3 months of the date We dispatched the Card to You, We reserve the right to cancel Your Card and remove any Available Balance that had been loaded. After this point You will need to contact the programme under which Your Card had been issued.

3.4 On confirming Your acceptance of these Terms and Conditions, You will also be asked separately to acknowledge to Us that You have read the warning given in Clause 10.2 below and accepted the risks stated in that warning. You are therefore advised to read Clause 10.2 prior to activating Your Card to ensure that You are familiar with that warning.

3.5 If the above provisions relating to Card activation do not apply to Your Card, separate activation instructions will be provided with Your Card.

4. Use of Your Card

4.1 You may use Your Card to carry out the transactions specified in Your Card Carrier, Cardholder website or any other literature provided in relation to the use of Your Card. Your Card may be used for making payments for goods and services either online or at any Merchant displaying the MasterCard logo (unless otherwise advised by the Card Distributor).

Your Card cannot under any circumstances be used for making payments at CAT terminals, pay@pump terminals, toll roads and bridges, car parking, automated train ticket machines, obtaining foreign currency, for subscriptions or automated periodic payments, gambling, or any illegal goods or services. Your Card cannot under any circumstances be used to withdraw cash via cashback and cannot be used for cash withdrawals via ATM unless otherwise advised by Us.

4.2 When using the Card at certain merchants, including hotels and restaurants, an additional amount may be held to cover tips/gratuities, temporarily reducing the Available Balance available on the Card. This is to ensure there are sufficient funds available to cover the final cost of the Transaction and to reduce the risk of a negative balance arising on the Card. If Your actual service charge or tip is less than the additional amount added it may take up to seven (7) days from the date of the Transaction before the difference is available to spend. Only the actual amount of the final bill agreed between You and the merchant will be deducted from the Card.

4.3 All payments made using Your Card shall be in the denominated currency as per Clause 2.2. If You are paying for goods and services in a different currency to the denominated currency, the amount payable shall be converted at the MasterCard conversion rate at the time Your Transaction is processed and in addition a Foreign Exchange Charge will apply as set out in Clause 4.4. The

MasterCard conversion rate is displayed on MasterCard website. The MasterCard conversion rate may vary throughout the day and is not set by Us. Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to Your Card.

4.4 The following Charges will apply to Your Card:

	Pounds Sterling Card	US Dollar Card	Euro Card
Foreign Exchange Charges (these fees will be deducted from Your Available Balance)	A charge of 2.75% will be levied on Transactions in a currency other than that in which the Card is denominated.	A charge of 2.75% will be levied on Transactions in a currency other than that in which the Card is denominated.	A charge of 2.75% will be levied on Transactions in a currency other than that in which the Card is denominated.
Cancellation	Free if the Card is cancelled within 14 days of receipt. If cancelled after 14 days cancellation fee of £2.	Free if the Card is cancelled within 14 days of receipt. If cancelled after 14 days cancellation fee of US\$2.	Free if the Card is cancelled within 14 days of receipt. If cancelled after 14 days cancellation fee of €2.

Redemption	Card redemption fee of £10 for return of funds via bank transfer.	Card redemption fee of US\$10 for return of funds via bank transfer.	Card redemption fee of €10 for return of funds via bank transfer.
Lost, Stolen or Damaged	£10 unless otherwise advised by Card Distributor.	US\$10 unless otherwise advised by Card Distributor.	€10 unless otherwise advised by Card Distributor.
Copy of Personal Information We hold on You	£10	US\$10	€10
Administration Fee	£2 per month	US\$2 per month	€2 per month
Investigation Fee	£20/ US\$20/ €20	US\$20	€20
UK ATM Cash Withdrawal Fee**	£0.75	N/A	N/A
International ATM Cash Withdrawal Fee**	£2.50	N/A	N/A

These Charges and fees shall survive the termination of this Agreement.

**When You use Your Card at an ATM (if applicable), You may also be subject to fees and/or surcharge rules and regulations of the relevant ATM provider,

or other financial institution or association.

4.5 Where You are given a PIN to use with Your Card You will need to use the PIN to authorise all Transactions You carry out which require a PIN. Once Your Card has been activated, if You have a Chip & PIN Card You may change Your PIN at any major UK bank ATMs which have this facility. If We incur a Charge in changing Your PIN We reserve the right to pass the Charge to You. If You change Your PIN, You should not choose a PIN that can be easily guessed such as Your telephone number or date of birth. You must notify Cardholder Services as soon as possible if You believe that Your PIN has been obtained or changed without Your consent.

4.6 You must ensure that the Available Balance on Your Card is sufficient to cover the amount of any Transaction (including any Charges) that may be debited from Your Card. Each time You carry out a Transaction, the Available Balance on Your Card will be reduced by the full amount of that Transaction including any Value Added Tax (VAT), and any other taxes or Charges that apply in respect of the Transaction. You must not use Your Card where the value of the Transaction including any VAT and any taxes or charges exceeds the Available Balance on the Card or where the Card has expired.

4.7 It is Your responsibility to regularly check the Available Balance of Your Account and You must not spend more than You have on the Account. Any attempt to do so may be treated as a criminal act. If, for any reason, an authorised Transaction is processed which is greater than the Available Balance on Your Account You must repay Us the amount in full within 14 days of Us notifying You. If You do not repay this amount we reserve the right to take all steps necessary, including legal action to recover the outstanding funds.

4.8 You can check Your Available Balance online at the website detailed on the reverse of Your Card or by calling Cardholder Services. You will not be charged for Your enquiry other than for the cost of the telephone call which is charged at the prevailing rate. If there is an entry which appears to be wrong, You must tell Us as soon as possible.

4.9 When You make a payment using Your Card, that Transaction will be noted against Your Available Balance immediately and Your Account will normally be debited within 2 Business Days. When You make payments using Your Card outside the UK, if your Card Carrier or other literature states that You may do so, it may take much longer. We shall not be obliged to carry out Transactions on Your Account in any particular order. Your Account will not be credited with the refund of a Transaction made using Your Card unless We receive a refund verification acceptable to Us. You will be responsible for all Transactions (other than those that are as a result of Our error as set out in Clause 11 below) which are debited from Your Card.

4.10 If an incorrect entry is made on Your Account by Us, then We will correct Your Available Balance no later than the next Business Day after the incorrect entry has come to Our attention.

4.11 Current Bank of India legislation prevents the provision of Cards to residents of India.

5. For Reloadable Cards Only

5.1 The Card Distributor may Reload Your Card.

5.2 If eligible You may Reload Your Card using a debit card that is registered to the same address as Your Card. You can either Reload via Cardholder website or calling Cardholder Services using the number on the reverse of the Card.

5.3 The maximum Available Balance on Your Card shall not exceed £5,000/US\$10,000/€7,500 at any time,

but may at the Card Distributor's request be set at a lower maximum value. The Card Distributor will have notified You if Your maximum Available Balance is less than £5,000/US\$10,000/€7,500.

Notwithstanding the foregoing where agreed between Us and the Card Distributor, the maximum Available Balance on Your Card may exceed the amounts referred to in this Clause and You will be notified by Us or the Card Distributor of this increased maximum Available Balance.

6. Security

6.1 When We give You a Card and PIN You must take reasonable steps to prevent the Card and PIN being lost or stolen. You should keep Your Card receipts safe and dispose of them carefully. You must not allow anyone else to use Your Card or PIN and You must tell Us immediately by telephoning Cardholder Services if Your Card has been lost or stolen or You know or think that someone else is using or has tried to use Your Card or PIN.

6.2 You should not record Your PIN in writing and keep it with the Card or disclose Your PIN to, or otherwise make it available to, any other person.

6.3 The Card is Raphaels property and any other materials issued to You are Our property or licensed to Us. If We ask You to return the Card or any other materials, You must return them to Cardholder Services at the address detailed in Clause 13.

7. Cancellation of Your Card and Redemption of the Funds

7.1 You have the right to cancel Your Card within 14 days of the date of the receipt of Your Card by giving Us notice as detailed in Clause 13, without giving Us any reason and without incurring any cancellation fee referred to in Our Charges. However this will not entitle You to a refund of any Charges made in respect of any Transaction or other fees

or costs set out in Clause 4.4 relating to any Transactions You entered into during this period. If You cancel Your Card at any time after the 14 days following the receipt of Your Card, You will be subject to the cancellation fee referred to in Our Charges in Clause 4.4. Please contact Cardholder Services in order to cancel Your Card. The right to redeem the funds on Your Card set out in this Clause 7 is only applicable if the funds on Your Card are not subject to any other conditions stipulated by Your employer or are not owned by the Card Distributor or Your employer (for any Tax or NI contributions where relevant). In these cases, the refund will be returned to the Card Distributor or Your employer who will reimburse You the relevant amount.

7.2 If You cancel Your Card We shall immediately block the Card so that it cannot be used. You will be liable for all Transactions and Charges incurred (other than those that are as a result of Our error or as set out in Clause 11 below) until We receive Your notice of cancellation. You will also be liable for all Transactions and Charges incurred after We have received Your notice of cancellation and where We can demonstrate that You carried out the Transaction or incurred the relevant Charge. For example, if You carry out a Transaction and cancel Your Card the following day, You will still be liable for the Transaction even if the Transaction does not show on Your Account until after You have submitted Your notice of cancellation.

7.3 We may cancel, restrict or suspend the use of the Card immediately if We suspect you or a third party of any crime, fraud or misuse in relation to the Card or PIN or if you break an important term or You repeatedly break any term of this Agreement and fail to remedy it or where We are required to do so by law.

7.4 If We or You cancel Your Card You must cut the Card in half through the magnetic stripe and chip and then

dispose of the Card and any other materials that belong to Us carefully.

7.5 If We or You cancel the Card, the Account will be closed and any remaining funds (less Our Charges) will be paid to You in the same currency in which Your Card is denominated.

(a) We will redeem the Available Balance on Your Card, subject to deductions of Our Charges.

(b) We will, (subject to the satisfactory completion of the required money laundering, fraud and identification check), transfer the Available Balance on Your Card, less any funds You are not entitled to as detailed in 7.1 to an account in Your name with a bank or other financial undertaking nominated by You.

(c) Unless prevented by circumstances beyond Our control We will use our reasonable endeavours to ensure that the funds reach the nominated account by close of business the following day after receiving Your instructions to make the transfer;

(d) Any such transfer will be subject to Our Charges to recover Our costs in carrying out the transfer and the fee may vary from time to time to reflect changes in such costs. Please see Clause 4.4 for further information regarding Our Charges payable upon the redemption of the funds in Your Account;

(e) We will confirm the amount of Our Charges when You request a transfer. If You wish, You can withdraw Your transfer request at such time We tell You the amount of Our Charges.

7.6 For avoidance of doubt, the funds redemption fee listed in Clause 4.4 shall not apply where funds are redeemed within 12 months following the termination of this Agreement or in accordance with Clause 7.1 above.

8. Expiry of Your Card

8.1 You will not be able to use the Card following the expiry date printed on the Card, or if the Card Distributor requests

that Your Card is cancelled pursuant to Clause 7.3 above or You cancel Your Card pursuant to Clauses 7 or 9.3. However on expiry of Your Card, You have the right to request that any funds on Your Card be transferred to a new card, (no Partner Cards) subject to Our Charges. All new Cards issued to You pursuant to this Clause shall be valid for a minimum of 12 months from the date that We dispatch the Card to You.

8.2 A Merchant shall have a right to the value of any outstanding Transactions and any such Transactions using the Card prior to expiry will be fulfilled by Us.

8.3 We will not authorise or process any Transactions conducted using Your Card following the expiry of Your Card.

8.4 Once Your Card has expired We will either (a) 12 months after expiry charge You the monthly Administration Fee as set out in Clause 4.4; or (b) if You have requested a new card pursuant to Clause 8.1 We will transfer the Available Balance onto another Card and charge You the monthly Administration Fee as set out in Clause 4.4. From 6 years after the expiry of this Agreement, You will no longer be able to redeem any Available Balance.

9. Changes to Terms and Conditions

9.1 We may change the terms of this Agreement (including, without limitation, changing existing Charges or introducing new Charges) by notifying You by e-mail, via the website detailed on the reverse Your Card, and/or by other reasonable means at least two (2) months before the change is due to take effect (unless We are required to change this Agreement immediately or otherwise more quickly by law).

9.2 Notices and the up-to-date version of this Agreement will always be available on the website detailed on the reverse Your Card.

9.3 When We notify You of a change to this Agreement, You will be deemed to have accepted all of the notified change(s) unless You tell Us that You do

not agree prior to the change(s) taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish immediately to terminate this Agreement and We will refund any Available Balance on the Card in accordance with Clause 7. You will not be charged a Cancellation or Redemption fee.

10. Regulators and Consumer Protection

10.1 Raphaels is a UK bank authorised by the PRA and regulated by the FCA and the PRA under registration number 161302 and is permitted to issue e-money.

10.2 This Card and the e-money associated with the Card is not covered by the Financial Services Compensation Scheme. You should be aware that no other compensation scheme operates to cover losses of e-money in connection with Your prepaid Card. In the unlikely event that Raphaels becomes insolvent, the Card issued to You may become valueless and unusable and You may lose the value stored on Your Card.

11. Lost and Stolen Cards

11.1 The funds loaded onto Your Card should be treated as if they are cash and kept safe. If the Card is lost or stolen, then prior to this being reported to Cardholder Services at the number detailed on the back of Your Card, You may lose some or all of the value on the Card, in the same way as if You had lost Your wallet or purse. Subject to Your compliance with Clause 11.2, You will be liable for any Transactions using Your Card up to £50/ U\$50/ €50 whilst it is lost or stolen, which shall be deducted from the Available Balance. If You do not comply with Clause 11.2 You may be liable for all Transactions using Your Card whilst lost or stolen.

11.2 If Your Card is lost or stolen, or You suspect that Your Card may have been

used fraudulently or without Your consent, You should contact Cardholder Services immediately. We will then place a stop on the Card to prevent someone else accessing Your Available Balance. You may be asked to give Your Card ID Number and other details so that Cardholder Services can verify they are speaking to the Cardholder. You may also be asked to help Us, Our agents or the police if Your Card is stolen and We suspect that there has been fraud or misuse or You have notified Us of a Disputed Transaction (see Clause 12).

11.3 Where Your Available Balance shows that there is money remaining on Your Account We will cancel Your Card and issue a new Card and PIN to You within 14 days and transfer the Available Balance to that new Card when You activate it. The Charges for this will be notified to You at the time You report Your Card lost or stolen.

11.4 Where a Card which You notified to Us as lost or stolen is subsequently found or where a Card is damaged or does not work correctly, You should notify Cardholder Services immediately and then cut the Card in half through the magnetic stripe and chip and dispose of it carefully.

11.5 In respect of replacement Cards issued under Clause 11.4 above, We reserve the right not to reissue a Card. If We use this right, You may redeem the funds on the Card in accordance with Clause 7.

11.6 In respect of replacement cards issued under paragraphs 11.3, 11.4 and 11.5 above, where the Available Balance remaining on the Card is less than the replacement Card fee as notified to You by the Cardholder website. We or the Card Distributor reserve the right not to reissue a Card or to charge You for the issue of a replacement Card.

11.7 We recommend that You check the Available Balance on Your Card regularly online at the Cardholder website detailed on the reverse of Your Card.

12. Disputed Transactions

12.1 If You think that any Transactions were not authorised by You or have been posted against Your Account in error (**Disputed Transaction**), You should contact the Merchant first as this may lead to a quicker resolution of the dispute. You must attempt to resolve a Disputed Transaction with the Merchant before asking that We pursue the dispute on Your behalf.

12.2 You must contact Us if You cannot resolve the Disputed Transaction with the Merchant and in any event no later than 13 months from the date of the Disputed Transaction. Unless We have reason to suspect fraud or deliberate or grossly negligent behaviour on Your part, We shall immediately process a refund of the amount of the Disputed Transaction on the same Business Day that the request is made, or if such request is made at the end of a Business Day or outside of business hours, it will be processed on the next Business Day.

12.3 If We refund a Disputed Transaction to Your Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Account, We shall deduct the amount of the Disputed Transaction from Your Available Balance.

12.4 If our investigations discover that the disputed Transaction was genuine and originated by you directly or indirectly We will charge You a minimum investigation fee of £20.00/ US\$20.00/ €20.00, as set out in Clause 4.4.

12.5 If You failed to keep the security features of Your Card safe from misappropriation but took reasonable steps to do so, Your maximum liability will be limited to £50/ US\$50/ €50 unless You are in breach of this Clause or Clause 6.

13. Contacting Us

13.1 You may contact Cardholder Services by calling them on the number

detailed on the reverse of Your Card or by writing to them at Cardholder Services, Bellis House, Icknield Way Industrial Estate, Tring, Hertfordshire HP23 4RN United Kingdom or by any other means that Cardholder Services makes available. Any correspondence for You will be mailed to the address that Cardholder Services holds for You in respect of the Card. You may also service Your Card online at the website detailed on the reverse of Your Card.

13.2 You must tell Us if You change Your name or Your address or if there are any other changes relevant to Your Card. If You do not tell Us of a change We shall contact You at the last address or telephone number that You have given to the Us. You can do this by visiting the Cardholder website detailed on the reverse of Your Card and updating Your profile or You can call Cardholder Services on the number on the reverse of Your Card.

13.3 You are responsible for ensuring that any information or instructions You give to the Card Distributor or to Cardholder Services are accurate and complete. Neither the Card Distributor, Cardholder Services or We shall be liable for any loss or damage You suffer if the information or instructions You give are in any way inaccurate or incomplete.

13.4 Please note that telephone calls between You and Cardholder Services may be recorded to ensure that Your instructions are carried out correctly, and for monitoring, quality control, security and training purposes.

14. Complaints

14.1 If You have a complaint about Your Card, please contact Cardholder Services in the first instance so that they may investigate it. Cardholder Services can provide details explaining how it handles complaints upon request. Details of Cardholder Services' complaints procedure can also be obtained by telephoning Cardholder Services or

alternatively this information is available on the Cardholder website detailed on the reverse of Your Card. You will be asked to submit details of Your complaint in writing to Cardholder Services (Complaints), Bellis House, Icknield Way Industrial Estate, Tring, Hertfordshire HP23 4RN United Kingdom.

14.2 If Cardholder Services are unable to resolve Your complaint to Your satisfaction You may contact The Financial Ombudsman Service (**FOS**) at, Exchange Tower, London E14 9SR United Kingdom. Telephone: 0800 023 4567 (calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if You call from a mobile phone) or 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). These numbers may not be available from outside the UK – so please call +44 20 7964 0500 if You are phoning from abroad. You can also email: complaint.info@financial-ombudsman.org.uk. There are a few instances where FOS is not empowered to act.

Following these procedures will not affect Your legal rights.

15. Uses of Your Information

15.1 In this Clause personal information means:

- information You give Us or Cardholder Services, or which We or Cardholder Services already hold about You, including any phone number You call Us from, which We may record;
- information We or Cardholder Services receive from enquiries We make so We can deal with any queries in relation to Your Card; and
- information We receive from anyone who is allowed to give Us information about You.

15.2 We will keep Your personal information for only as long as We need to or are allowed to by law. Under the Data Protection Act 1998 You have

certain rights to receive a copy of the personal information We or Cardholder Services hold about You. You will be charged £10/ US\$10/ €10 for obtaining a copy of this information. Please write to the Cardholder Services at the address set out in Clause 13.1 to request such information.

15.3 We will process and record Your personal information, including details of Your Transactions for the following purposes:

- so that We can manage Your Account;
- to carry out, monitor and analyse Our business; and
- to ensure compliance with any laws or regulations in any country.

15.4 We will only provide You with direct marketing information including third party marketing information if You opt in to receive such information.

15.5 By accepting these Terms and Conditions You accept that from time to time We will communicate information to You regarding Your Card and related services. However We will not forward any third party marketing information UNLESS You have opted in.

15.6 We may reveal Your personal information to including details of Your Transactions to:

- Cardholder Services or any person or subcontractor working for Us;
 - any person to whom We transfer any of Our rights or duties to under any agreement We may have with You; and
 - anyone You authorise Us to give Your personal information to.
- the Card Distributor who will use the data for administration and analysis (and to be used by third parties if agreed by You)
- our commercial partners (e.g. retailers) to use for analysis.

In situations in which the funds on Your Card are owned by Your employer or Card Distributor, We may provide to Your employer or Card Distributor personal information including transactional data related to the use of the Card by You.

15.7 So that We and Cardholder Services can process, use, record and release personal information, We or Cardholder Services may pass Your information outside the United Kingdom to other countries, including the United States of America. We and Cardholder Services are responsible for making sure that Your personal information continues to be protected during this type of transfer under the provisions of the Data Protection Act 1998 (or any amendment thereto at any time).

15.8 We may release some personal information about You to fraud prevention agencies. We will tell fraud agencies if You give Us false or inaccurate information and We suspect fraud.

15.9 The fraud prevention agencies will share search details and Account information with Us and other organisations so that We and they might:

- assess applications for services and manage accounts;
- check Your identity to prevent money laundering (passing money through a business so the police cannot trace where it came from);
- prevent, detect or prosecute fraud and other crimes; and
- recover and trace debts.

15.10 The fraud prevention agencies will share records with other organisations and will also use personal information for statistical analysis about fraud. Please phone Cardholder Services if You would like details of these fraud prevention agencies. You have a legal right to obtain these details.

16. Liability

16.1 Our Liability to You

(a) We shall not be liable to You for any direct or indirect loss or damage (other than that which cannot be excluded by law) You may suffer as a result of Your use or inability to use Your Card or any loss or damage You suffer as a result of a third party using Your Card or PIN.

(b) We shall not be liable to You in any circumstances for any direct or indirect loss or damage (other than that which cannot by law be excluded) that does not arise directly from the matters for which We are responsible or which is beyond Our reasonable control or which We could not reasonably foresee.

(c) We cannot guarantee that a Merchant will accept Your Card or that We will authorise any particular Transaction. We shall not be liable for any direct or indirect loss or damage You may suffer in the event that a Merchant refuses to accept Your Card (in whole or part) or if We cancel or suspend Your Card.

(d) Unless otherwise agreed by Us in advance, any liability We may have to You will be limited to the actual amount of any loss or damage You incur or suffer.

16.2 Your Liability to Us

(a) Subject to the provisions set out in Clause 11.1 You will be liable to Us for all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently or been negligent with respect to Your Card or PIN or You break an important term or you repeatedly break any term and fail to remedy it including the costs of any legal action taken to enforce this Agreement.

(b) We shall not be bound to recognise the interest or claim of any person other than the Cardholder in respect of the Available Balance on the Card, nor shall We be liable in any way for failing to recognise such interest or claim (except as required by law).

(c) No claim by You against a third party may be the subject of a defence or counterclaim against Us.

17. Generally

17.1 You may not assign any or all of Your rights or obligations under these

Terms and Conditions but We may do so at any time on giving you two (2) months' prior notice of this.

17.2 Each of these Clauses is separate from all other Clauses, so that if one Clause is found to be void or otherwise unenforceable it will not affect the validity of any of the others.

17.3 If We do not enforce any of the rights We have under this Agreement, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.

17.4 Upon termination of this Agreement, the Terms and Conditions that are capable of continuing to apply will do so.

17.5 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17.6 These Terms and Conditions will be governed by, and will be construed in accordance with, the laws of England and Wales and the Courts of England will have exclusive jurisdiction.

17.7 You and We agree that these Terms and Conditions and any communications between Us shall be in English.

17.8 If Your Card has been provided to You outside the United Kingdom, please refer to the Cardholder website version of these Terms and Conditions for any local law that may apply.

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