

INTUS PREPAID MASTERCARD® TERMS AND CONDITIONS

DEFINITIONS

“Card” means an electronic money account issued by Us to You including the Intus Prepaid MasterCard® linked to Your account

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

“We”, “Us” or “Our” means PREPAID Financial Services Limited,

“You” or “Your” refers to the cardholder

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

1.1 This document sets out the general terms and conditions that apply to the Intus Prepaid MasterCard Card. This document forms an agreement between You and Us governing the possession and use of the Card. By using the Card or registering it (see paragraph 2.3 below) you agree to these Terms and conditions.

1.2 Cards are issued by Prepaid Financial Services Limited pursuant to a license from MasterCard International Incorporated. MasterCard and the MasterCard Brand Mark registered trademarks of MasterCard International Incorporated. PREPAID Financial Services Limited is regulated and authorised by the Financial Conduct Authority, UK. Registered Office: 36, Carnaby Street, London W1F 7DR. At all times the Card remains the property of PREPAID Financial Services Limited.

1.3 The production of the Cards and the technology systems required to operate the Cards are provided by Prepaid Financial Services Ltd. registered in England. Company Registration number 06337638. Registered Address: 36, Carnaby Street, London, W1F 7DR. Prepaid Financial Services Ltd. also provide customer support for Cards as set out in paragraph 13 below.

1.4 This agreement will last for a period of 3 years or until the Expiry Date of your Card is reached, whichever happens sooner. This agreement and all communications between Us and You shall be in the English language.

1.5 In some cases, the Intus Prepaid MasterCard Card will be distributed by one of Our commercial partners, for example in exchange for electronic goods. While Our commercial partner may distribute the Card, this agreement is separate and distinct from any agreement You may have with Our commercial partner.

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.

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.

2.2 The Card is an electronic money (“e-money”) product, regulated by the Financial Conduct Authority (FCA), UK. It is a prepaid card not a credit card and is not linked to your bank account. You must ensure that you have sufficient 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 section 8 of this document 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 one of our IVR numbers on +44 (0)207 468 4112, +44 (0)203 327 1991 or +44 (0)207 183 2248 prior to use. The Card will normally be ready for use one hour after activation. If you don’t 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 account, 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 Section 15 for more information.

3.2 In order to obtain a Card, You must be at least 18 years old. We may 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 affect on Your credit rating.

3.4 The purchase of 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 or account. 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.

4. FEES AND CHARGES

4.1 The fees and charges associated with this Card form an integral part of these terms and conditions. All fees and charges may be found at the end of this document, on Our website at <https://money.asapmarkets.com/> or issued upon request by contacting Our Customer Support Team on +44 (0) 207 1278 175 or by emailing info@prepaidfinancialservices.com.

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 or secondary Card, that Card may only be used by a person nominated by the primary cardholder. The Cards are otherwise non transferable, and You are not permitted to allow 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 stripe located on the back of the Card.

5.2 We will be entitled to assume that a transaction was authorised by You where

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

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, or

5.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme MasterCard network. Once We have received Your instruction to proceed with the transaction, the transaction cannot be stopped or revoked. Please refer to Section 12 of this agreement for more information. We will deduct the value of the transaction, plus any applicable fees and charges, from the remaining balance of the Card. The retailer or service provider that has accepted Your Card for payment will normally receive payment within 5 working days.

5.4 Under normal circumstances, if any payment is attempted that exceeds the remaining value 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 merchant has failed to seek authorisation for the transaction.

In these cases, We will attempt to recover some or all of the money from the merchant if We can, providing that We are satisfied that You have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case by case basis, but where there is an outstanding shortfall on the balance, We may require you to bring Your Card balance back into good standing by making up the shortfall. Until Your Card is in good standing, We may restrict or suspend the use of Your Card.

5.5 The Card may be used in full or part payment for purchases. In the case of part payment, the person the 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

5.6 If You use a Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated in by the MasterCard scheme network at a rate set by MasterCard International Incorporated. 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. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Customer Services.

5.7 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 A 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.

6.2 A Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes. A Card may not be used for the purposes of car hire or to pay for hotel accommodation.

6.3 Use of a Card may be restricted without notice if suspicious, fraudulent or illegal activities are identified or suspected, if We believe You have not complied with these terms and conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Card.

6.4 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. Should You have any questions about ways to load Your Card please contact Us on +44 (0) 207 1278 175.

7. MANAGING YOUR CARD & ACCOUNT

7.1 You may check the available balance on Your Card or view a statement of recent transactions by visiting <https://money.asapmarkets.com/> or alternatively You may call Customer Services for this information in accordance with Section 13 below.

8. EXPIRY OF THE CARD

8.1 Your Card will expire on the Expiry Date. On that date, 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.

9. CANCELLATION AND REDEMPTION PROCEDURE

9.1 You are entitled to a 14-day 'cooling off' period from the date that You receive the Card and this agreement. Should You wish to cancel Your Card and this agreement please return the Card to Us unsigned

and unused within 14 days of issue and a full refund of any fees paid to date will be made. 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 After 14 days from the date of purchase You may redeem some or all of the remaining balance of the Card by writing to Us. Where You request this, We will normally issue a cheque made payable to You and posted to the address We have on record for You, or We will make an electronic transfer to a bank account that You nominate. We will not complete Your redemption request if We believe You have provided false information, or We are concerned about the security of the transaction, if Your account is not in good standing, if there are insufficient funds to cover the redemption and cash-out fee, or for any other valid reason.

9.3 If You request redemption of the entire remaining balance in accordance with conditions 9.1 or 9.2, We will interpret this as Your withdrawal from this agreement and We will cancel Your Card.

9.4 We may cancel this agreement:

9.4.1 if Your Card reaches its Expiry Date, and We have decided not to issue You with a new Card at Our sole discretion;

9.4.2 if You break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter within 10 days, or use Your Card or account or any of its facilities in a manner that We believe is fraudulent or unlawful;

9.4.3 if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives;

9.4.4 if You fail to pay fees or charges that You have incurred or fail to put right any shortfall;

9.4.5 if there is no activity on Your Card for a period of 3 consecutive months or more;

9.4.6 after 36 months, at the natural end of this agreement

9.5 If the Card is cancelled, you must tell us as soon as practicable what you want us to do with any unused funds.

10. KEEPING YOUR CARD AND DETAILS SAFE

10.1 We will assume that all transactions entered into by you with your Card or Card details is made by you unless notified in accordance with condition 11.1. You are responsible for keeping Your Card and its details safe. This means You 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. You should

be happy that the retailer or service provider is genuine and has taken adequate steps to safeguard Your information before proceeding with the transaction and supplying them with the physical Card or details.

10.2 Once your Card has expired or if it is found after you have reported it as lost or stolen you should destroy your Card by cutting it in two through the magnetic strip.

10.3 You must keep your PIN safe at all times. This includes:

- (a) 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. If you need to write down your PIN in order to help you remember it, you must make sure it is well disguised.
- (b) Never writing your PIN on your Card or on anything you usually keep with your Card.
- (c) Keeping your PIN secret at all times, including by not using your PIN if anyone else is watching.
- (d) Not disclosing your PIN to any person, except that you may disclose the PIN orally (but not in writing) to a person authorised to use your Card or Account.

Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses.

NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING. This includes printed messages, e-mails and online forms.

11. LOST, STOLEN OR DAMAGED CARDS

11.1 If You lose Your Card or it is stolen or damaged please notify us immediately by telephoning Customer Services in accordance with paragraph Section 13 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.

11.2 If We believe You have acted fraudulently, or if We believe You have intentionally or with gross negligence failed to keep Your Card or its details safe at all times, We will hold You liable for all transactions and any associated fees. We will limit Your liability to €50 providing that You act with reasonable care and notify Us as soon as You can if Your Card has been lost or stolen.

11.3 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy 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 Section 19 (Appendix) below for details. The cooling off period described in condition 9.1 does not apply to replacement cards.

12. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES

12.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.

12.2 If You believe You did not authorise a particular transaction You should notify Us of the dispute at the earliest opportunity.

12.2.1 If You identify a transaction that You believe was unauthorised or incorrectly carried out, You must notify Us without undue delay and in any event, not more than 13 months after the date of the transaction. You must tell Us as soon as You notice the problem.

12.2.2 In accordance with condition 12.2.1 You must notify Us of unauthorised or incorrectly executed transactions by completing a dispute declaration form that we will provide to you. No other method of notification will be considered valid. The day on which we are notified of the unauthorised or incorrectly executed

transaction will be the day on which we receive the completed declaration form from you.

12.2.3 In certain circumstances, We may be able to assist You with a dispute. Such instances will be handled on a case-by-case basis, and We cannot guarantee that We will be able to help in every case, though We will use all reasonable endeavours where We can. We shall not be held liable for a transaction that has been incorrectly executed if You have failed to notify Us of a problem without undue delay – in those circumstances, You may be held liable.

12.2.4 Providing that You have notified Us without undue delay, We will consider the circumstances of the transaction and will reach a decision on whether or not the transaction was correctly authorised and executed.

If Our investigations show that the transaction was not correctly authorised or executed, We will rectify the situation by returning Your Card balance to the position it would have been in had the incorrectly executed or unauthorised transaction not taken place.

12.3 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 and present relevant evidence to show that the transaction has been cancelled or reversed.

12.4 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 or account.

12.5 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:

12.5.1 if We are concerned about the security of Your Card or We suspect Your Card is being used in a fraudulent or suspicious manner

12.5.2 if sufficient funds to cover the transaction and all associated fees are not available at the time that We receive notification of the transaction

12.5.3 if there is an outstanding shortfall on the balance of Your Card

12.5.4 if We have reasonable grounds to believe You are acting in breach of this agreement

12.5.5 errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions

12.6 You may claim a refund for a Transaction that you authorised provided that:

12.6.1 the authorisation did not specify the exact amount when you consented to the Transaction; and

12.6.2 the amount of the Transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern on the Account, the Consumer Terms & Conditions and the circumstances of this case), Such a refund must be requested within eight weeks of the amount being deducted from the Account. We may require you to provide us with evidence to substantiate your claim. The refund shall be equal to the amount of the Transaction. Any such refund will not be subject to any fee.”

13. CUSTOMER SERVICES

13.1 Our Customer Services team are normally available 9am to 9pm Monday to Friday. 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 +44 (0)20 7127 8175
- emailing: info@prepaidfinancialservices.com
- writing to Prepaid Financial Services, 36, Carnaby Street, London, W1F 7DR

13.2 Our business opening hours are Monday to Friday, 9am to 5pm. Correspondence received after the close of business on a particular day will be treated as having arrived on the following business day.

13.3 If You are not satisfied with any element of the service You receive, any complaints should also be made to Customer Services using the contact details in Section 13.1 above. Calls may be monitored or recorded.

13.4 If after contacting our Customer Services Team you remain unhappy, please contact PREPAID Financial Services Limited, Attention: Customer Services, 36, Carnaby Street, London W1F 7DR. 13.5 If, having exhausted Our complaints procedure, You remain unhappy, You may complain to the Financial Conduct Authority, UK.

14. LIMITATION OF LIABILITY

14.1 None of the organisations described in Sections 1.2 and 1.3 will be liable for:

14.1.1 any fault or failure relating to the use of the Card or Account that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite all our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;

14.1.2 the goods or services that you purchase with your Card;

14.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or

14.1.4 any acts or omissions that are a consequence of our compliance with any national or European Union law. In any event the liability of the organisations described in Sections 1.2 and 1.3 will be limited to the balance of the Card at the time that the event occurs.

14.2 In addition to the conditions set out in section 14.1, our liability shall be limited as follows:

14.2.1 Where your Card is faulty due to our fault, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Funds;

14.2.2 Where sums are incorrectly deducted from your Available Funds due to our fault, our liability shall be limited to payment to you of an equivalent amount.

14.2.3 In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds.

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

14.3 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with these terms and conditions, for illegal purposes, or if You have allowed Your Card or details to be compromised due to negligence You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.

14.4 Providing that You have taken all reasonable care necessary, the maximum liability You will have for misuse of a lost or stolen Card or misuse of the Card details will be €50.

14.5 The UK Deposit Guarantee Scheme does not apply to Your Card or account. This means that in the event that PREPAID Financial Services Limited became insolvent, Your Card and/or account may become unusable and any funds associated with Your Card and/or account may be lost. By using Your Card and by entering into this agreement You are indicating that You understand and accept these risks.

14.6 Although You will not be able to recover Your money from the UK Deposit Guarantee Scheme in the unlikely event that PREPAID Financial Services Limited becomes insolvent, 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 Customer Services for information.

15. YOUR PERSONAL INFORMATION

15.1 We collect certain information about the purchaser and the users of the Card in order to operate the Card programme. Prepaid Financial Services Ltd. and PREPAID Financial Services Limited are Data Controllers of your personal data, and will manage and protect your personal data in accordance with the Data Protection Act 1998 (UK).

15.2 We may transfer your data outside the EU 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 data outside the EU, we will take steps to ensure that Your data is afforded substantially similar protection as data processed within the EU. Please be aware that not all countries have laws to protect data in a manner equivalent to that of the EU. Your use of Our products and services will indicate to

Us that you agree to the transfer of Your data outside the EU. You have the right to object to the processing of your data and to its transfer outside the EU on compelling legitimate grounds.

15.3 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.

15.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to Prepaid Financial Services Ltd. Where legally permitted, we may charge for this service.

16. CHANGES TO THESE TERMS AND CONDITIONS

16.1 These Terms and Conditions may be changed or amended at any time for legal, regulatory or security reasons or to enable the proper delivery of or to improve the delivery of the Card scheme. If any changes are made they will be publicised two months before the changes take effect (unless law requires or permits Us to make a more immediate change). Copies of the revised Terms and Conditions will be made available online at <https://money.asapmarkets.com/> and will be available on request.

16.2 It is Your responsibility to check the website <https://money.asapmarkets.com/> regularly for changes to Our Terms & Conditions. We will assume that You have done so, and will be entitled to assume You have accepted any changes to these terms & conditions if you continue to use the Card unless You notify Us other wise. We will deal with any such circumstances on a case-by-case basis.

17. LAW AND COURTS

17.1 The law of England and Wales applies to these Terms and Conditions and the courts of England and Wales will deal with any legal proceedings between Us.

18. ASSIGNMENT

18.1 We may assign the benefit and burden of this agreement to another company at any time by giving two month's notice of this. If We do this, Your rights will not be affected.