

# CARD TERMS

## 1. INTRODUCTION

- 1.1. These Terms and Conditions apply to your Mastercard® Prepaid card ('Your Card'). You must read them carefully. If there is anything you do not understand please contact us.
- 1.2. You can access a copy of these Terms and Conditions via your online account or using the URL which can be found within your welcome emails, or printed on the reverse of your physical card, if applicable. Alternatively, you can request a copy by email or post (charges may apply).
- 1.3. These Terms and Conditions stay in force until 6 years after the card has expired, unless otherwise advised by us.
- 1.4. By completing the registration process for your card, you accept these Terms and Conditions, as well as our Privacy Policy, Cookie Policy and website/app terms of use, all of which are available on the website.
- 1.5. Throughout these Terms and Conditions, the card programme manager (Hawk Incentives Limited) and the e-money issuer – GVS Prepaid Limited are referred to as “we”, “us”, “our” or “ourselves”.
- 1.6. You the cardholder are referred to as “you” or “your”.
- 1.7. Regardless of who provided you with this card, this agreement is between you and GVS Prepaid Limited (see Regulation and Protection).
- 1.8. All communications between us shall be in English only.

## 2. YOUR CARD

- 2.1. Your Card is an e-money prepaid card. Funds are loaded to your card on behalf of the organisation who has requested it.
- 2.2. If your card is a virtual card, you will be able to access the card information within your online account.
- 2.3. You can only spend the available balance on Your Card.
- 2.4. If your card is a physical card it can be used at any merchant who accepts Mastercard, online or instore - unless otherwise specified (See **Card Usage Restrictions**).
- 2.5. Virtual cards can only be used for card-not-present transactions, i.e., online or over the phone, at merchants who accept Mastercard. You cannot use a virtual card to make payments instore.
- 2.6. Your Card is not a credit or debit card and is in no way connected to a bank account. No interest will be earned on any funds loaded on your card.
- 2.7. All payments on your card will be in pounds sterling (£).

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- 2.8. Your card is not reloadable (unless advised otherwise in your welcome communications).
- 2.9. Your Card will only be loaded with the allocated funds specified by the party who has provided you with the card. We will only do so when we receive the cleared funds from this party.
- 2.10. Any questions regarding the value of your prepaid card, should be directed to the party that provided you with the card.
- 2.11. You are not able to add your own funds to your card.
- 2.12. Your card is issued to you for use by you only. We reserve the right to cancel your card if we find another person has used it, with your consent.

### **3. ACTIVATION**

- 3.1. You must activate your card within three (3) months of receiving it.
- 3.2. If you do not activate your card within 3 months of the date, we issued it, we reserve the right to suspend your card. If you then wish to re-activate it, you will need to Contact us to request a replacement. Charges may apply.
- 3.3. To activate your card, you must complete the registration process online. Once completed, you will be able to view your PIN or virtual card details as applicable and will be able to start spending with the card. Your welcome communication provides instructions on how to register, activate and access your card.
- 3.4. You can only activate your card online at the URL provided within your welcome email or found on the back of your physical card.
- 3.5. You must be 16 years of age and a UK resident to be able to have a Card.
- 3.6. We may check all personal information given by you with credit reference or fraud prevention agencies and other organisations. We may also perform a search of your credit file to verify your identity. The agencies may keep a record of your information and the searches made; however, we do not perform a credit check and the search is for identity purposes only and will be recorded as such.
- 3.7. We may require evidence of who you are and proof of address as part of the registration process. If required, we will ask you to provide photo ID (valid driving licence or passport) as part of your registration process. You can take a photograph or upload an existing image. The information on your ID will be checked against the information provided by you.
- 3.8. We may also be obliged to undertake Sanction and Card Programme eligibility checks (as required under the Money Laundering Regulations).
- 3.9. In the event we are unable to verify your identity, or you appear on any of the sanction lists, or we find that you are not eligible, you will not be able to use your card. This will remain until such point your information has been verified, or your card is cancelled completely, and we may have to take further action as required by law. We will inform you of our intent to cancel your card if lawful to do so.

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- 3.10. Unless unlawful, cancelling your card because of any of the above reasons will not affect your right to redeem the remaining balance on your card (see **Redeeming your Card Balance**).

## **4. USING YOUR CARD**

- 4.1. If you have been provided with a physical card, you will need to find out your PIN before you use it. Virtual cards do not have a PIN as they can only be used for card-not-present transactions (i.e., online or over the phone).
- 4.2. You can view your PIN at any time within your online account accessed via the website, or it can be received by SMS to your registered mobile number.
- 4.3. You can change your PIN at any time through any ATM that offers this service. If we are charged by the ATM provider for this, we reserve the right to pass this charge to your card. You should be advised of any charges for changing your PIN at an ATM before you do this. Please note, we have no control over these charges or this service. If you do change your PIN, ensure you do not choose a PIN that can be easily guessed, such as your telephone number or date of birth.
- 4.4. If you have a virtual card, you can view your card details at any time within your online account by accessing via the website. You will be able to retrieve your 16-digit card number, expiry date and CVV which you can then use when shopping online, in the same way you would any other card.
- 4.5. Before using your card, you need to make sure there are enough funds loaded on it. You can check your balance at any time by logging into your account or by using our telephone services.
- 4.6. If you wish to use your physical card in-store for a purchase which, including any applicable fees, is greater in value than the balance on your card, you must tell the retailer to charge only up to the available balance, and you will be required to pay the difference by another means (such as another card or cash). It is the retailer's discretion to allow part payments.
- 4.7. Part payments are not supported when shopping online, for either physical or virtual cards.
- 4.8. You will not be able and should not attempt to use your card after its expiry date.
- 4.9. Unless you have been advised otherwise, you can use your card anywhere that Mastercard is accepted, in the UK or overseas (except for certain restrictions outlined in Card Usage Restrictions). Physical cards can be used online, over the phone or instore. Virtual cards cannot be used instore.
- 4.10. Like any other payment card, we cannot guarantee a retailer will accept your card. In the event you are refused in a location you believe your card should have been accepted, please contact us. Please note, if a retailer declines your transaction, this is outside of our control and any concerns should be raised directly to the retailer.
- 4.11. We and the retailer will treat any transaction as genuine and made by you when:
- Your PIN was used when paying with your physical card instore.
  - You have swiped your physical card at the till, rather than using the PIN, for payment.

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- If available on your physical card, you have used the contactless payment facility for payment instore.
  - You have paid online using your physical or virtual card's security details.
  - You have paid over the phone using your physical or virtual card's security details.
- 4.12. We will deduct the value of your transactions immediately from the balance on your Card. Transactions may remain in a pending status until the retailer has settled the payment. It is up to the retailer how long funds are kept in a pending status. During this time, you cannot use these funds.
- 4.13. Like any other payment card, we cannot guarantee a retailer will accept your card. In the event you are refused in a location you believe your card should have been accepted, please contact us.
- 4.14. If you are using your card to pay in a different currency (not £), the value of the transaction will be converted using the Mastercard conversion rate at the time the transaction is processed (settled and billed to your card not necessarily the time of the transaction itself). Note that exchange rates may fluctuate. You can find current or past conversion rates at [www.mastercard.co.uk](http://www.mastercard.co.uk). When paying in a different currency, Foreign Exchange Fees may apply (see **Fees and Charges**).
- 4.15. You will not be charged a card usage fee for domestic transactions (within the UK).
- 4.16. You may be required to provide additional authentication when making purchases online with your card or when accessing your online account. You may be required to enter a one-time passcode sent to you by SMS or an alternative authentication method, therefore you must keep your contact information up to date to ensure you can authorise your transactions if required and log in to your online account.
- 4.17. You cannot stop any transactions once made. However, any transaction that is agreed by a retailer to take place on a future date (after the date you authorise the transaction) may be withdrawn. To withdraw a transaction, you need to give the retailer at least one (1) full business day notice of your intent, providing a copy of this notice to us. We may charge you the Administration Fee for this (see **Fees and Charges**).
- 4.18. If your available balance is not enough to cover the amount of the transaction plus any applicable fees (see **Fees and Charges**), the payment transaction will be declined; unless:
- Some retailers require you to pre-authorise a payment before the value of the final bill is known. For example, restaurants or hotels may ring-fence a balance greater than the expected final bill on your card and then settle the actual final bill later, without checking the balance available at that time again. Once the retailer has ring-fenced the expected bill balance, these funds will not be available for you to use until the final bill is settled. If the final bill is less than the expected bill, it may take up to fifteen (15) days for the difference to be added back to your card. The retailer determines the length that any ring-fenced balance is kept after the final bill is settled. If the final bill is larger than the pre-authorised amount, this may result in your card going into a negative balance.
  - Certain retailer websites will also send pre-authorisation requests to check if there are sufficient funds available on your card to cover the value of your order, even when this order is not finalised yet or when you have not proceeded to checkout. Here too the retailer may not check the available balance before

settling the final payment, resulting in funds either remaining in a ring-fenced status or resulting in your card going into a negative balance.

4.19. We may refuse to pay a transaction if:

- We are concerned about the security of your card or we suspect your card is being used in an unauthorised or fraudulent manner
- Insufficient funds are available on the card at the time of the transaction to cover the amount and any applicable fees
- We have reasonable grounds to believe that you are acting in breach of these terms and conditions
- We believe that a transaction is potentially suspicious or illegal or
- Because of errors, failures or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorise a transaction, we will, if practical, tell you why immediately, unless it would be unlawful for us to do so.

4.20. If you do not use your card to perform a transaction for a period of six (6) consecutive months, we may start charging you the monthly dormancy fee (see Fees and Charges). If applied, this fee will be charged until you use your card again, the balance of your card reaches zero (0), or until your card expires; whichever comes first.

4.21. If you leave the programme through which you received your card, or if the party who provided you with the card terminates the programme, we may:

- Charge you the monthly Administration Fee (see **Fees and Charges**).
- No longer issue you with a replacement card when your card expires or when you report your card as lost/stolen.
- Cancel your card.

4.22. If we choose to cancel your card or if the party who provided you with the card terminates the programme, we will notify you two (2) months before your card will cease to work. Your right to redeem the available balance remains unaffected.

4.23. We may deduct any applicable fees from your balance as soon as they become payable by you. (See **Fees and Charges**).

4.24. If your card goes into a negative balance, we will notify you and require you to repay the balance in the time and manner requested. We reserve the right to take all steps necessary, including suspending the card or taking legal action if required, until we have recovered the outstanding funds. We may charge an Administration Fee for each transaction completed or attempted while your card has a negative balance (See **Fees and Charges**).

4.25. We are not responsible for the quality, safety, legality, non-delivery or any other aspect of any goods or services purchased using your card. If you have any disputes about the goods or services purchased with your card, you should settle these with the retailer. You may ask us to mediate on your behalf, but we are not required to do so. If we do and subsequently find that the goods or services were provided to you and/or the retailer has the right to not honour your request for a refund, we reserve the right to charge you the Investigation Fee (see **Fees and Charges**).

4.26. The card belongs to us. We may at any time suspend, restrict, or cancel your card, or refuse to issue or replace a card for reasons related to the following:

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- We are concerned about the security of your card
- We suspect your card is being used in an unauthorised or fraudulent manner
- Or we need to do so to comply with law
- If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps.

## **5. CARD USAGE RESTRICTIONS**

- 5.1. Your card can not be used to obtain cashback from a retailer, or to withdraw cash from an ATM, bank or building society - unless otherwise advised.
- 5.2. Your card cannot be used to pay at CAT terminals, pay@pump terminals, automated toll roads and bridges, or car park and train ticket machines. You will normally be able to use your card by presenting it to an attendant.
- 5.3. You cannot add your card to a digital wallet (such as apple pay or android pay).
- 5.4. You should not use your card to pre-book services, such as hotels and car hire companies, as this may result in a negative balance on your card when the final bill is settled. We suggest that you use an alternative method of payment for pre-authorisations, and then use your card when checking out of the hotel or paying your final car hire bill. You will not be charged twice by the hotel or car hire company.
- 5.5. Under any circumstance, your card may not be used for:
  - Obtaining foreign currency
  - Paying off credit card bills, credit agreements, loan agreements or any other such debt instruments
  - Subscriptions or automated periodic payments
  - Gambling and adult entertainment
  - Purchasing illegal goods or services
  - Illegal, criminal, or terrorist activity.
  - If you use your card for any of these purposes, we reserve the right to cancel your card, and we are required to report you to the relevant authorities.
- 5.6. If you are under the age of eighteen (18) and we are made aware, we will apply further restrictions to the usage of your card. These restrictions will prevent you from purchasing goods or services that are prohibited for persons under the age of eighteen (18). Such restrictions will be automatically removed from your card as soon as you turn eighteen (18).

## **6. STATEMENTS AND MANAGING YOUR ACCOUNT ONLINE**

- 6.1. We will not send you paper statements.
- 6.2. Your 12-month transaction history is available online via the website and the mobile app. If you require a paper copy of your statement, please contact us. Fees and charges may apply.
- 6.3. If you require a transaction history older than 12 months, please contact us.

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- 6.4. You can view your key account information any time using your online account including balance, transactions, your physical card PIN, or your virtual card details.
- 6.5. You can view and edit your personal details within your online account. It is important your contact details are up to date to ensure you can receive important communications including your login passcodes, and passcodes to authorise any online transactions that require it.

## **7. OPEN BANKING**

- 7.1. You have the right to grant Account Information Service Providers (AISP) access to your card information and online account. An AISP is an online service, which provides consolidated information across all the banks and prepaid card accounts that you may have.
- 7.2. Sharing your account details and or security information with an AISP, for them to access the card account to provide their services, will not breach the requirement under these Card Terms and Conditions to keep your card and security details safe. Sharing such details for any other reason will be a breach of these terms.
- 7.3. When you add your account to an AISP you will be required to authenticate yourself and will then be required to give consent for the AISP to access your card information. You will be required to re-consent every 90 days via the AISP's service.
- 7.4. While AISPs are regulated by the Financial Conduct Authority, we strongly advise you not to share your account details with an AISP that you do not trust, or for which you are not confident they will keep your details safe. You can check on the Financial Services Register ([register.fca.org.uk](http://register.fca.org.uk)) to confirm that a company providing Account Information Services is authorised before using it.

## **8. EXPIRY & CANCELLATION**

- 8.1. You will not be able to use your card once it has expired.
- 8.2. The expiry date is printed on the front of your card, or if you have a virtual card, it will be displayed on your card image within your online account.
- 8.3. You may receive a new card automatically one (1) month before your current card expires depending on the terms of your card programme. You will receive a communication shortly before your card expires from us or the party that provided you with the card.
- 8.4. Once the final card issued under this agreement expires, you have the right to redeem any balance remaining on your card (see **Redeeming Your Card Balance**).
- 8.5. You have the right to cancel your card, free of charge, for fourteen (14) days after you receive it. This will not entitle you to a refund of any transactions and charges incurred by you before cancellation.

- 8.6. If you cancel your card after fourteen days from receipt, you will be subject to the Cancellation Fee (see **Fees and Charges**).
- 8.7. To cancel your card, Contact us.
- 8.8. If there are any transactions or charges outstanding at the point you cancel your card or it expires, these will be taken from the balance on your card post-expiry.
- 8.9. Any balance remaining on the card at the point of cancellation or expiry can be redeemed by you at any time within 6 years after your card expires. This is free of charge within the first 12 months after your cancellation / expiry, after that period the redemption fee will apply.
- 8.10. If there is still a balance remaining on your card twelve (12) months after this agreement has terminated, we may start charging you the monthly Administration Fee (see Fees and Charges). If so, this charge will be applied until you redeem the remaining balance on your card (see Redeeming Your Card Balance) or until the balance on your card reaches zero (0).
- 8.11. If we, or the party that provided you with the card, choose to cancel your card or cease to operate the card program, if lawful to do so, we will notify you thirty (30) days before your card will cease to work.
- 8.12. We may, suspend, restrict, or cancel your card or refuse to issue or replace a card, if:
- We are concerned about the security of your card
  - We reasonably suspect that your card is being used in an unauthorised, fraudulent, or grossly negligent manner
  - You break important terms of this agreement, or repeatedly break any term in this agreement; and - following notice - fail to resolve the matter in a timely manner
  - You act in a manner that is threatening or abusive to our staff, or any of our representatives
  - You fail to pay fees or charges that you have incurred; or fail to put right any negative balance that you have been notified about
  - We are required to do so to comply with law.
- 8.13. If we suspend, restrict, cancel, or refuse to issue or replace your card, we will tell you as soon as practicable and permitted by law. If the matter resulting in such action has been resolved, we will issue you a replacement card (charges may apply; see **Fees and Charges**).
- 8.14. If you or we cancel your card, we shall immediately block the card so that it cannot be used. If there are any transactions or charges still outstanding at that point, these will be taken from the available balance on your card post-cancellation.
- 8.15. If your card expires, we cancel your card or refuse to issue you a new card, this agreement will terminate immediately.

## 9. REDEEMING YOUR CARD BALANCE

- 9.1. You may redeem any available balance on your card within 6 years after this agreement has ended (see **Expiry and Cancellation**), fees may apply (see **Fees and Charges**).
- 9.2. After this date, you are no longer entitled to these funds.

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- 9.3. If there are any transactions or charges still outstanding after you redeemed the balance on your card, we reserve the right to claim these back from you in the same way as if your card got into a negative balance.
- 9.4. The Redemption Fee (see Fees and Charges), shall not apply where funds are requested to be redeemed:
- Prior to any changes in these Terms and Conditions taking effect
  - Within the first twelve (12) months after the date that this agreement ended.
- 9.5. If the balance on your card is subject to Income Tax or NI upon redemption, we cannot redeem any available card funds directly to you. In this case, we will redeem the balance on your card back to the party that provided you with the card and it will be their responsibility to refund this balance minus any Tax, NI or other contributions due under law.
- 9.6. We can only transfer your available card balance into a bank account that is in the same name and registered to the same address as your card; subject to the satisfactory completion of the required money laundering, fraud and identification checks (of which you will be informed at the time).
- 9.7. The requested balance will be returned to you without undue delay, in the currency of your card and minus any charges due (see **Fees and Charges**).

## **10.LOST OR STOLEN CARDS, AND UNAUTHORISED TRANSACTIONS**

- 10.1. If you report your card as lost or stolen or report any transactions that are not authorised by you or which are wrongly executed, we will refund without undue delay and issue you a replacement card if required (charges may apply; see **Fees and Charges**).
- 10.2. You will be liable for any transactions up to the time you report the loss, theft, or disputed transaction, up to £35. We will deduct your liability from the value to be refunded to your card.
- 10.3. If you notify us thirteen (13) months or later after the date of any disputed or wrongfully executed transactions appearing on your account, we may not be able to assist you. Therefore, it is important that you Contact Us as soon as possible.
- 10.4. If we however have reasonable grounds to suspect that you or someone with your consent has acted fraudulently or with gross neglect, we may reclaim the disputed transaction funds from you.
- 10.5. Any erroneous deductions from / credits made to your card balance by us will be corrected no later than one (1) business day after we have become aware.
- 10.6. If we find that the disputed transaction was indeed authorised by you or by someone with your consent, you will be fully liable for any loss we suffer because of the use of the card.
- 10.7. You will also be fully liable if we find that you have acted fraudulently or with gross negligence (for example by failing to keep your PIN / card information secure or by failing to notify us without undue delay on becoming aware of the loss, theft, or unauthorised use of your card).
- 10.8. You will also be liable for any refunds you may have already received.

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- 10.9. We will charge you the Investigation Fee for each disputed transaction that was not upheld, capped at £50 (see **Fees and Charges**).
- 10.10. If applying the applicable charges would result in a negative balance on your card, we reserve the right to recover these funds by any means necessary, including legal action, if required. We may subsequently also cancel your card (see **Expiry and Cancellation**). Your right to redeem any available balance will not be affected (see **Redeeming Your Card Balance**).
- 10.11. Where necessary, and pursuant to the terms of this Agreement, we reserve the right to investigate any transactions at any time, and to charge you for any reasonable costs that we incur in taking action to stop you using your card, other than in accordance with this Agreement, and to recover any monies owed, as a result of such activity.
- 10.12. You may be entitled to a refund for a pre-authorized transaction when the retailer did not specify the exact amount at the time of its authorisation, or during the four (4) weeks prior, and the amount charged by a retailer is more than you could reasonably have expected. In this case, however you are only able to claim a refund within eight (8) weeks immediately after the transaction appeared on your account. We advise you first to try to settle this with the retailer directly. If you are unable to do so, we can mediate on your behalf but will not be able to refund you until we receive a refund verification acceptable to us from the retailer.

## **11. OUR MUTUAL OBLIGATIONS AND LIABILITY**

- 11.1. You must treat your card like cash. If the details are stolen or compromised, you may lose some or all your money on your card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your card information safe and not let anyone else use it.
- 11.2. You must always keep your PIN or virtual card details secret and - if possible - should not write them down. If you must write down your PIN, keep it in a safe place and separate from your card.
- 11.3. You must keep your contact details (address, mobile telephone, email address) up to date to ensure you are able to receive important communications. You can manage your information via your online account.
- 11.4. You must tell us immediately if:
- You know your physical card has been lost or stolen
  - You believe your PIN has been obtained or changed without your consent
  - You know your card information has been compromised or stolen
  - You think a transaction is unauthorised (i.e., you do not recognise the transaction, or the transaction was not made by you) or you think that a transaction has been incorrectly executed
  - You need to update the name on your card.
- 11.5. We will not be liable to you for any direct or indirect losses you suffer due to:
- Anything beyond our reasonable control
  - Any malfunction of your card, where this is not within our reasonable control

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- The use of your card in breach of these Terms and Conditions, including but not limited to your obligation to keep your card details secure at all times
- Any retailer refusing or being unable to accept your card
- Any of the goods or services purchased with your card
- Not reporting your card stolen or compromised immediately
- Not reporting any unauthorised or wrongly executed transactions immediately
- Not keeping your personal information up to date, unless caused by us
- Our compliance with applicable laws.

11.6. Unless otherwise agreed with 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. For the avoidance of doubt:

- Where the card is faulty, due to matters under our reasonable control, our liability shall be limited to replacing your card and transferring the funds remaining to your new card.
- Where we have incorrectly deducted from or credited funds to your card account, our liability shall be limited to rectifying the incorrect deduction or credit only.

11.7. We shall not be bound to recognise the interest or claim of any person other than you in respect of the balance on your card, nor shall we be liable in any way for failing to recognise such interest or claim (except as required by law).

11.8. Nothing in these Terms and Conditions will limit our liability for any loss that we are expressly prevented from excluding by law.

## 12. FEES & CHARGES

12.1. We do not charge any fees for the delivery of your card, for activating your card and for the use of your card. All fees and charges are deducted, unless otherwise stated, from the balance on your card.

Replacement Card	£10 for replacement physical card or £5 for replacement Virtual card, unless otherwise advised by us at the time. If there is not sufficient balance on the card to charge this fee, we may not be able to issue you a replacement card;
Dormancy Fee	£2.00 per month unless advised otherwise, charged until the card is used again, the card balance reaches zero (0) or until expiry of your card.
Redemption Fee	£10.00 unless advised otherwise. If there are not sufficient funds on the card to charge this fee, you will not be able to redeem the balance, and we will cancel your card.

Cancellation Fee	£2.00 unless advised otherwise, if cancelled more than fourteen (14) days after the receipt of your card. If there are not sufficient funds on the card to charge this fee, we will cancel your card and there will be no balance to redeem.
Administration	£2 unless otherwise advised by us at the time, charged: <ul style="list-style-type: none"> <li>• Monthly, when you leave the card programme under which the card was issued to you or when this programme ends. This fee is charged until the balance on your card reaches zero (0) or until you redeem the remaining balance</li> <li>• Monthly, when you have not redeemed the balance remaining on your card within the first twelve (12) months after this agreement ended. This fee is charged until the balance on your card reaches zero (0) or until you redeem the remaining balance</li> <li>• Each time you instruct a retailer or us to voluntarily revoke a previous authorised transaction, at least one (1) full business day before the transaction was due to take place</li> <li>• When a transaction you make results in a negative balance on your card and each time thereafter that you try to use your card.</li> </ul>
Investigation	£20.00 for each disputed transaction that we have investigated, and which was found to be authorised by you or someone with your consent. The maximum Investigation Fee that you will be charged is £50.
Foreign Exchange	A charge of up to 2.75% may be levied on the full value of any transactions in a currency other than that in which the card is denominated. When such a fee is levied, this is out of our control and we are merely passing on the fee that we have incurred for supporting the relevant transaction in a foreign currency.

### 13. CHANGES TO THESE TERMS AND CONDITIONS

- 13.1. We reserve the right to change any of the Terms and Conditions in this agreement (including changing existing charges or introducing new charges) by notifying you by e-mail, via the website and/or by any other reasonable means at least 2 months before the change is due to take effect (unless we are required by law to amend this agreement immediately or more quickly). Any e-mail to you will be treated as being received as soon as we, using the details you have most recently provided, send it.

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- 13.2. Current versions of these Terms and Conditions are available on the website. We advise you to print and or save these once you have activated your card and each time after we have advised you that these Terms have changed. To request a copy of the current or any of our past Card Terms and Conditions by email or post, Contact Us.
- 13.3. You will be deemed to have accepted all the notified change(s) unless you tell us otherwise before the change(s) take effect.
- 13.4. If you do not accept our change(s), we will cancel your card and terminate this agreement immediately. Your right to redeem any available balance is not affected (see **Redeeming your Card Balance**).

## 14. CONTACT US

- 14.1. You can contact us on the details provided below, which can also be found on the website, or are printed on the back of your physical card.
- 14.2. We will require you to pass our standard security checks before we can assist you. These include, but are not limited to, verifying your 9-digit card ID (which can be found on the front of your card or in your original email if you have a virtual card), the answer to your security question (if available) and any other details that we may hold on you.

**Email** - [info@purecard.com.com](mailto:info@purecard.com.com)

**Telephone** - 0344 800 6435 (+44 (0)1442 821 642 if you are phoning from abroad)

*Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs*

Our customer service agents are available from 8AM to 8PM Monday to Sunday, excluding public holidays. You can report your card as compromised on this number at any time.

**By Post** - Card Services, PO Box 1586, Westside, London Road, Hemel Hempstead, Hertfordshire, HP1 9SF.

## 15. COMPLAINTS PROCEDURE

- 15.1. If you have a complaint about your card or the services we provide, please Contact Us in the first instance so that we can try to resolve it.
- 15.2. All complaints will be dealt with as quickly and fairly as possible in accordance with our Complaints Procedure. A copy of this procedure is available on the website or you can request a copy from us by email (see Contact Us). Following our Complaints Procedure does not affect your legal rights.
- 15.3. In the unlikely event that we cannot resolve your complaint to your satisfaction, you may contact The Financial Ombudsman Service (FOS):

**Email** - [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Telephone** - 0300 123 9123 (or +44 20 7964 0500 if you are phoning from abroad)

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*Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs*

**By Post** - The Financial Ombudsman Services, Exchange Tower, London, E14 9SR, United Kingdom

More information about the FOS can be found at <http://www.financial-ombudsman.org.uk>.

## **16. REGULATORS AND CUSTOMER PROTECTION**

- 16.1. The balance loaded onto your card is classified as electronic money. This means that the electronic money issuer, GVS Prepaid Limited, holds the funds associated with your card.
- 16.2. GVS Prepaid Limited (whose registered office is Westside, London Road, Hemel Hempstead, Hertfordshire, HP3 9TD (company registration number: 09193070)) is authorised and regulated Financial Conduct Authority as an Electronic Money Institution (Registration Number 900230); under the E-Money Regulations 2011.
- 16.3. Hawk Incentives Limited (whose registered office is at Westside, London Road, Hemel Hempstead, Hertfordshire, HP3 9TD (company registration number: 4155659)) is the entity that has requested that a card is issued to you, on behalf of the party who provided you with this card and is responsible for providing all the services associated with your card, including but not limited to providing customer service and managing any disputed transactions on your behalf.
- 16.4. For your protection, the money that you have on your card is backed by money kept by us in a separate safeguarded bank account. This money is held separately and is only available for the purposes of giving you back your money on your request.
- 16.5. This safeguarded money is also not available to our creditors, our bank or third parties. It means that whenever you ask us to redeem (withdraw) your e-money, that money will be available to you.
- 16.6. In the event of us becoming insolvent, the balance on your card will be paid out to you by the insolvency practitioner from our safeguarded bank account once any applicable costs of insolvency proceedings are settled. This means that the total of funds available to our customers and, therefore, to you may be decreased by the amount of insolvency costs related to the distribution of the funds.
- 16.7. E-money issuers are not covered by the Financial Services Compensation Scheme.

## **17. DATA PROTECTION**

- 17.1. We process information about you in accordance with our Privacy Notice which is available via the website or by visiting [www.ourprivacycommitments.com](http://www.ourprivacycommitments.com). The Privacy Notice will help you understand how we may collect, handle, and use your personal information, and to inform you about the choices you can make about your personal information - please read them carefully. We may share your personal information (including but not limited to name, birth of date, home address, e-mail address and telephone number) with third parties

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such as fraud prevention companies, payment processing companies or card merchants for use in connection with the products and services provided under these Card Terms.

## **18. GENERAL PROVISIONS**

- 18.1. 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 30 days' prior notice. Your rights will not be affected, and you have the right to cancel this agreement (see under Changes to the Terms and Conditions).
- 18.2. Each of the Terms included in this document are separate from all other Terms, so if one Term is found to be void or otherwise unenforceable it will not affect the validity of any of the others.
- 18.3. 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.
- 18.4. Upon termination of this agreement, the Terms and Conditions that can continue to apply will do so.
- 18.5. 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.
- 18.6. The laws of England and Wales govern these Terms and Conditions. The courts of England and Wales will have exclusive jurisdiction to deal with any dispute arising in connection with these Terms and Conditions, subject to a referral to the Financial Ombudsman Service (see **Complaints Procedure**).

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