

Accelovate Prepaid Mastercard® Terms and Conditions

**IMPORTANT INFORMATION:** Please read this Agreement carefully before activating your Account. This Agreement becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card.

**1. Definitions & Interpretation:**

<b>Account</b>	The electronic money account associated with your Card.
<b>Agreement</b>	These terms and conditions relating to the use of your Card(s) as amended from time to time.
<b>Available Balance</b>	The value of unspent funds loaded onto your Account and available to use.
<b>Business Day</b>	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.
<b>Card</b>	Any prepaid Card issued to you in accordance with this Agreement.
<b>Customer Services</b>	The contact center for dealing with queries about your Card and Account. You can contact Customer Services by: <ul style="list-style-type: none"><li>i. Calling card service 0191 303 4545 (your network provider may charge a fee for calling this number);</li><li>ii. e-mailing: support@crunchpayments.com from the email address registered to your Online Account; or</li><li>iii. writing to: St James Gate, Newcastle Upon Tyne, Tyne &amp; Wear, NE1 4BE</li></ul>
<b>EEA</b>	European Economic Area.
<b>Expiry Date</b>	For Physical Cards: The expiry date showing on your Card. For Virtual Cards: the expiry date emailed to you following your application for a Virtual Card.
<b>Fee</b>	Any fee payable by you as referenced in the Fees & Limits Schedule.
<b>Fees &amp; Limits Schedule</b>	The schedule contained in this Agreement.
<b>KYC</b>	Means “Know Your Customer” and constitutes our verification of your Personal Details.
<b>Merchant</b>	A retailer or any other person that accepts e-money.
<b>Online Account</b>	The area on the Website that allows you to access your Account and carry out certain Account-related functions.
<b>Personal Details/Personal Data</b>	The registered personal identity details relating to the use of your Card and Online Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.
<b>Physical Card</b>	A physical/plastic Card that can be used to carry out Transactions.
<b>PIN</b>	Personal Identification Number; that is, the security number provided for use with your Card.

<b>Primary Card</b>	The first Card issued to you in response to registration of your Account in accordance with this Agreement.
<b>Primary Cardholder</b>	The person who has been issued with the Primary Card and who is responsible for the use of all other Additional Cards (where permitted and issued) in accordance with this Agreement.
<b>Program Manager</b>	Crunch Payments Limited, a company incorporated in the UK with a registered address 104 Wapping High Street, London E1W 2PR. A company registration number 11929149.
<b>Schemes</b>	MasterCard or Visa as applicable and as shown on your Card; Mastercard is a registered trademark of Mastercard International Incorporated. Visa is a registered trademark of Visa International.
<b>Transaction</b>	Using your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.
<b>Username and Password</b>	A set of personal codes selected by you in order to access your Online Account;
<b>Website</b>	<a href="http://www.crunchpayments.com">www.crunchpayments.com</a>
<b>we, us or our</b>	Transact Payments Limited (“TPL”) a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA company registration number 108217 and authorised by the Gibraltar Financial Services Commission as an electronic money institution or the Program Manager acting on its behalf.
<b>you or your</b>	You, the person who has entered into this Agreement with us by virtue of your use of the Card and or Account and any other person you have authorised to use any Cards in accordance with this Agreement.

## 2. Your Agreement, Card and Account

- 2.1. Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Agreement.
- 2.2. You can download or print the latest version of this Agreement at any time from the Website and/or request a paper copy from Customer Services.
- 2.3. Your Card is an e-money product; it is not a credit, charge or debit card or connected in any way to your bank account.
- 2.4. This agreement is for a fixed period of time and will terminate on the date agreed on commencement.
- 2.5. It may be possible to extend the period of the program. If this is permitted you will be advised of the new termination date in writing.
- 2.6. If the program is extended for an additional period of time, these T and C’s will apply for the extended time.

## 3. Purchase and activation of your Card

- 3.1. To apply for, and use a Card you must be at least 18 and resident in the EEA.
- 3.2. Program Manager may apply for a Card on your behalf and we may require it to provide information/documentary evidence to prove your identity and address and/or we may carry out electronic identification verification checks on you.

3.3. Regardless of the type and number of Cards you have, you will have only one Account where your Available Balance is located. If we discover that you do have more than one Account, we may block your Card and terminate this Agreement.

3.4. When you receive your Card, you must activate your Card. You may activate your by calling the IVR service details that will be provided with your card. You must sign the signature strip on the back of the Card as soon as it is received.

### 3.5 **Personal Details**

3.4. When entering into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided us with.

3.5. You must notify us of any change in your Personal Details as soon as possible by contacting Customer Services. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.

3.6. We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us to undertake electronic identity verification checks on you either directly or using relevant third parties.

## **4. Loading your Card**

4.1. Program Manager will load funds to your Card.

4.2. Funds cannot be loaded by you or accepted from any other source and we reserve the right to refuse to accept any particular loading transaction.

4.3. Once we have received a request to load the card, funds will be processed without delay and will normally be available for use no later than 1 Business Day after receipt of the payment order.

## **5. Using your Card**

5.1. Your use of the Card is subject to the Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.

5.2. Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.

5.3. You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods.

5.4. If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.

5.5. There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.

- 5.6. Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths. We accept no liability if a Merchant refuses to accept payment using the Card.
- 5.7. You must not use the Card for:
- pre-authorised regular payments; or
  - Transactions at self-service petrol pumps;
  - gambling; or
  - any illegal purposes.

## **6. Authorising Transactions**

- 6.1. You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, a) using your PIN or other security code personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2. The time of receipt of a Transaction order is when we receive it. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3. Once a Transaction has been authorised by you and received by us, it cannot be revoked. Where a Merchant's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, we shall ensure the cash transfer to the Merchant's payment service provider within 4 Business Days following the day on which the Transaction order is received.
- 6.4. Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.
- 6.5. Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card or Account and we will try to resolve these as soon as possible.

## **7. Managing & Protecting Your Account and Card**

- 8.1. You will need a Personal Identification Number (PIN) in order to make payments at a Merchant or cash withdrawals (from an ATM or a bank) with the Card. You will not receive a Personal Identification Number ("PIN") with your Card Account. However, you will be provided a PIN once you have activated your Card with your personal information.
- 8.2. If you forget your PIN, you may retrieve the PIN from the IVR service described above or from your Online Account or by calling Card Service.
- 8.3. You must not give your Card to any other person or allow any other person to use it.
- 8.4. You are responsible for your Account, Card, PIN, Online Account and any related security details and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):
- i. memorising your PIN as soon as you receive it, and destroying the letter or other authorised communication used to transmit it to you;
  - ii. never writing your PIN on your Card or on anything you usually keep with your Card;
  - iii. keeping your PIN secret at all times for example, by not using your PIN if anyone else is watching.
- 8.5. Failure to comply with this condition 7 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or

with gross negligence. In all other circumstances, your maximum liability shall be as set out below at condition 12.

- 8.6 If you believe that someone else knows your Online Account, PIN or Card security details, you must notify us by contacting Customer Services immediately.
- 8.7 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you securely via 0191 303 4545
- 8.8 Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

## **9 Cancellation**

- 9.1 You may terminate your Card at any time by contacting Customer Services and exercising your redemption rights under condition 10.
- 9.2 Once we have received all necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:
  - i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
  - ii. we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- 9.3 Once your Card and Account have been cancelled, it will be your responsibility to destroy your Physical Card(s).
- 9.4 If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

## **10 Expiry & Redemption**

- 10.1 You will not be able to use your Card following its Expiry Date. This Agreement shall terminate on the Expiry Date stated in Clause 2. Upon expiry of your Card, you will still be able to obtain a refund of any Available Balance in accordance with condition 10.2, or you may choose to transfer the remaining funds to a replacement Card by contacting Customer Services.
- 10.2 You can terminate this Agreement, and your funds are available for redemption, by contacting Customer Services at any time. When we process your redemption request, we may require you to provide us with KYC information and/or documents in order to verify your Personal Details in accordance with legal requirements. We may charge a redemption Fee if you request redemption of your Available Balance before, or 12 months after, expiry of this Agreement. Any such Redemption/Close Account Fee is set out in the Fees & Limits Schedule.
- 10.3 We shall have the absolute right to set-off, transfer, or apply sums held in your Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

## **11 Termination or Suspension of your Card and Account**

- 11.1 We may terminate this agreement at any time:
  - i. by giving you two months' advance notice (provided that you have provided us with an up-to-date email address);
  - ii. with immediate effect if:
    - a. we discover any of the information that you provided to us when you applied for the Card was incorrect or false; or

- b. you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement; or
  - c. you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties.
- 11.2 We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:
- i. we discover any of the information that you provided to us when you applied for your Card was incorrect; or
  - ii. a Transaction has been declined because of a lack of Available Balance; or
  - iii. we reasonably suspect that the security of the Card has been compromised or that you, or any third party have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or
  - iv. we cannot process your Transactions due to the actions of third parties; or
  - v. you have breached this Agreement.
- 11.3 In the event that we do suspend or terminate your Card then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

## **12 Loss or Theft of your Card.**

- 12.1 You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card unless you contact us as specified in this condition.
- 12.2 You must contact us without delay by calling us on our 24-hour lost and stolen card helpline 0191 303 4545 If you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card related security details is known to an unauthorised person or you think that a Transaction has been incorrectly executed.
- 12.3 You shall be liable for up to a maximum of €50 of losses due to unauthorised Transactions made before you informed us about the theft, loss or misappropriation of the Card. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.
- 12.4 Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.
- 12.5 Replacement Cards will be sent to the most recent address you have provided and will be subject to a Fee.
- 12.6 You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 12.7 In the event that you inform us of any unauthorised or incorrectly executed Transaction without undue delay, or in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 12.8 In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

- 12.9 In the event that a Transaction that was executed within the EEA arrived later than it should have according to the terms of this Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- 12.10 In the event that a Transaction is made which is initiated by a Payee (for example, a recurring payment which you have authorised), we will provide a refund of that amount, subject to clause 12.11, only in circumstances where you can prove that:
- 12.10.1 the exact Transaction amount was not specified when you authorised the payment; and
  - 12.10.2 the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.
- 12.11 The refund referred to in 12.10 will not be provided if:
- 12.11.1 the amount relates to currency exchange fluctuations; or
  - 12.11.2 you have given your consent to execute the Transaction directly to us; or
  - 12.11.3 information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or
  - 12.11.4 you request the refund from us later than 8 weeks from the date on which it was debited.

### **13 Payment Disputes**

- 13.1 If you dispute a Transaction that you have authorised, and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 13.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable.
- 13.3 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask us to investigate the Transaction. If we investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

### **14 Foreign Exchange**

- 14.1 If you use your Card in a currency other than the currency in which your Card is denominated, the amount deducted from your Available Balance will be the amount of the Transaction converted to your Account currency using a rate set by the Scheme on the date the Transaction is processed. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. You agree that any change to the exchange rate may be applied immediately and without notice to you. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule.
- 14.2 Please refer to the following Scheme websites (as applicable) for more information on the applicable exchange rates:

<https://www.mastercard.com/global/currencyconversion/index.html>

<http://www.visaurope.com/making-payments/exchange-rates>

### **15 Our Liability**

- 15.1 We shall not be liable for any loss arising:
- i. from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
  - ii. from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
  - iii. from any use of this Card that is contrary to this Agreement;
  - iv. for goods or services that are purchased with the Card; and
  - v. for any damages due to loss, fraud or theft that you have reported to us 13 months after the event.
- 15.2 We will not be liable to you if your contact details have changed and you have not told us.
- 15.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 15.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 15.5 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 15.6 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 15.7 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

## 16 **Complaints**

- 16.1 Should you wish to make a complaint about your Card and/or Account, you may contact Customer Services by email to submit details of any such complaint.
- 16.2 Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by email and (where applicable) by phone call within 15 Business Days.
- 16.3 If, having received a response from our Customer Services team, you are unhappy with the outcome you can escalate your complaint to TPL's Complaints Department by writing to [complaints@transactpaymentslimited.com](mailto:complaints@transactpaymentslimited.com)
- 16.4 If TPL's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of your complaint.
- 16.5 We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 16.6 In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi).
- 16.7

## 17 **General Communication**

- 17.1 Any communication from us to you will be given via the Website or by notification on your Online Account or by email or mobile device (using the latest contact details with which you have provided us).
- 17.2 You may contact us via Customer Service, the details of which are set out in clause 1.

## 18 Personal Data

- 18.1 TPL is the Data Controller of your Personal Data associated with the application for and use of this Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 11.1(ii)(b) above.
- 18.2 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our [Privacy Policy](#) which is provided to you at the time we collect your Personal Data.

## 19 Changes to the Terms and Conditions

- 19.1 We may update or amend this Agreement at any time on at least 2 months' advance notice, will shall be given on the Website and by notification on your Online Account, by e-mail or mobile device (using the latest contact details you have you have provided us with).
- 19.2 If you do not agree with the changes to the Agreement, you may at any time within the 2 months' notice period terminate your Agreement in accordance with condition 10 and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.
- 19.3 If any part of this Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

## 20. Language

The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

## 21 Miscellaneous

- 21.1 This Agreement is governed by Gibraltar law and you agree to the non-exclusive jurisdiction of the courts of Gibraltar.
- 21.2 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 21.3 The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. However, we will safeguard your funds so that they are protected in accordance with applicable law if we become insolvent.
- 21.4 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 21.5 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

## Fees and Limits Schedule

These fees shall apply to all Customers commencing on 1st November 2020

Fee Type	GBP
ATM Withdrawal	1.00
International ATM Withdrawal	1.00
Currency Conversion	3%

### LOAD LIMITS

Limit Type	GBP
Max Load Count in a year	N/A
Max. Load Value in a year	£10,000
Max. Load Value Per Day	£1,500
Max. Load count Per Day	30
Max Load Value Per Transaction	£1,500
Min Load value Per Transaction	£1.00

### ATM LIMITS

Limit Type	GBP
Max ATM Count in a year	N/A
Max. ATM Value in a year	£10,000
Max. ATM Value Per Day	£300
Max. ATM count Per Day	30
Max ATM Value Per Transaction	£100
Min ATM value Per Transaction	£10.00

## POS LIMITS

<b>Limit Type</b>	<b>GBP</b>
<b>Max POS Count in a year</b>	N/A
<b>Max. POS Value in a year</b>	£10,000
<b>Max. POS Value Per Day</b>	£1,500
<b>Max. POS count Per Day</b>	30
<b>Max POS Value Per Transaction</b>	£1,500
<b>Min POS value Per Transaction</b>	£0.00