

PLEASE READ CAREFULLY AND RETAIN FOR FUTURE USE.

IMPORTANT: MAKE A NOTE OF THE 16-DIGIT VANILLA VISA GIFT CARD NUMBER, TOGETHER WITH THE CUSTOMER SERVICES TELEPHONE NUMBER AND KEEP YOUR RECEIPT SAFE IN CASE YOUR VANILLA VISA GIFT CARD IS LOST, STOLEN, OR DAMAGED, OR FOR CUSTOMER SERVICES PURPOSES. PLEASE NOTE THAT IF YOU GIFT THIS CARD TO SOMEONE ELSE, THEY WILL ALSO NEED THE ORIGINAL PURCHASE RECEIPT FOR THESE PURPOSES.

DEFINITIONS

“Agreement” means these terms and conditions.

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

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

“Card” or **“Vanilla Visa Gift Card”** means an electronic money card issued by Us to You.

“Cardholder” means any person who has been given the Card by the Purchaser or the Purchaser if the Card has been purchased for the Purchaser’s own use.

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

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

“Purchaser” means the original purchaser of the Card.

“UPI” (Unique Personal Identifier) means the information We use to identify the payee when executing payment orders.

“We”, “Us” or **“Our”** means IDT Financial Services Limited.

“You” or **“Your”** refers to the Purchaser of the Card or the Cardholder.

“Website” means our website at myvanillaprepaid.com

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 This Agreement sets out the general terms and conditions that apply to the Vanilla Visa Gift Card. This document forms the Agreement between You and Us governing the possession and use of the Card. By purchasing or using the Card You accept the Agreement. Copies of

this Agreement can be found on the Website. Copies of this Agreement can also be obtained free of charge by contacting Our customer services team in accordance with clause 15.

- 1.2 Cards are issued by IDT Financial Services Limited pursuant to a licence from Visa Europe Limited. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office: 57-63 Line Wall Road, Gibraltar. Registered No. 95716. At all times the Card remains the property of IDT Financial Services Limited.
- 1.3 This Agreement will commence on the Commencement Date and will terminate in accordance with clause 10. This Agreement and all communications between Us and You shall be in the English language.
- 1.4 In some cases, the Vanilla Visa Gift Card will be distributed by one of Our commercial partners, for example in exchange for electronic goods. Whilst 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 Visa Cards. It is designed for use in shops and retail locations where You are physically present or for online and other distance purchases. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure. You will not be able to use Your Card to make any purchases from some retailers; such retailers have been blocked by Our systems in order to prevent the potential use of cards for unauthorised or unlawful activity.
- 2.2 The Card is an electronic money (“e-money”) product regulated by the Financial Services Commission (“FSC”), Gibraltar. It is a prepaid card, not a credit card, and is not linked to Your bank account. You must ensure that You have sufficient Available Funds on the Card to pay for each purchase, payment or cash withdrawal using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check clause 8 of this Agreement for further information.

3. REQUIREMENTS FOR THE PURCHASE OF CARDS

- 3.1 In order to obtain a Card, You must be at least 18 years old and resident in the United Kingdom.

4. FEES AND CHARGES

- 4.1 The fees and charges associated with this Card form an integral part of the Agreement. All fees and charges may be found on Our Website or issued upon request by contacting Our customer services team in accordance with clause 15 on 0800 068 4697 (international +44 203.747.6764 or by emailing helpdesk@i2cinc.com. You should be aware that other taxes or costs may exist that are related to the Card but are not paid via Us or imposed by Us.

FEES AND CHARGES	GBP
Card Activation and Periodic Fees	
Activation Fee (£25 Card)*	£2.95
Activation Fee (£50 Card)*	£3.95
Monthly Maintenance Fee**	£2.00
Other Fees	
Foreign Exchange Fee	3% of the transaction value
Redemption Fee	£9.95
Lost, Stolen, or damaged replacement Cards	£9.95

*This fee will be charged when purchasing the Card and will not affect, or be deducted from the Available Funds on the Card.

**The Card is not intended for long term use and is therefore subject to this Monthly Maintenance Fee. This fee will be deducted from the Available Funds at the commencement of each month, following the first 6 months after the Card's purchase and will continue until the Expiry Date of the Card. From the 13th month after the Expiry Date, the Monthly Maintenance Fee will then continue to be charged until you redeem the Available Funds on the Card.

4.2 If You have any queries about the fees and charges, please contact Us using the details in clause 15 below.

5. HOW TO USE THE CARD

5.1 A Card may only be used by the Cardholder. The Cards are otherwise non transferable, and You are not permitted to allow any other person to use the Card, for example by allowing them to use Your Card details to purchase goods via the internet. Prior to use, the Card should be signed on the signature strip located on the back of the Card by the end user of the Card.

5.2 We will be entitled to assume that a transaction has been authorised by You where either:

5.2.1 the magnetic strip on the Card was swiped by the retailer.

5.2.2 a sales slip was signed, or;

5.2.3 relevant information was supplied to the retailer that allows them to process the transaction, for example providing the retailer with the 3-digit security code on the back of Your Card in the case of an internet or other non-face-to-face transaction.

5.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme Visa Card network. Once You have authorised a transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with clauses 13 and 14.

5.4 On receipt of notification of Your authorisation of a transaction and the transaction payment order, normally We will deduct the value of the transaction, plus any applicable

fees and charges, from the Available Funds on the Card. The transactions will be executed as follows:

5.4.1 Within the European Economic Area We will execute any transaction:

5.4.1.1 in euro;

5.4.1.2 in sterling or Gibraltar pounds within Gibraltar or between Gibraltar and the United Kingdom in sterling; and

5.4.1.3 involving only one currency conversion between the euro and sterling, provided that the required currency conversion is carried out in Gibraltar and, in the case of cross-border transactions, the cross-border transfer takes place in euro,

by transferring the amount of the transaction to the payment service provider of the retailer by the end of the next Business Day following the receipt of the payment order.

5.4.2 Any other transactions within the European Economic Area will be executed no later than 4 Business Days following the receipt of the payment order.

5.4.3 If the payment service provider of the retailer is located outside the EEA, We will execute the transaction as soon as possible.

5.4.4 The payment order will be received when We receive it from the retailer's payment service provider or directly from You. If We receive the payment order after 4:30 pm, it will be deemed received by Us on the following Business Day.

5.5 Under normal circumstances, if any payment is attempted that exceeds the Available Funds on the Card, the transaction will be declined. In certain circumstances, a transaction may take Your Card into a negative balance – this will normally be where the retailer has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the retailer if We can, providing that We are satisfied that You have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case-by-case basis, but where there is a negative balance on Your Card, We may require You to make up the shortfall and, until there are Available Funds on Your Card, We may restrict or suspend the use of Your Card.

5.6 The Card may be used in full or part payment for purchases. In the case of part payment, You will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.

5.7 In some circumstances a retailer may require you to have Available Funds that are more than the value of the actual transaction You wish to make with them. You will only be charged for the actual and final value of the transaction You make. For example:

a) Hotels and rental cars – As retailers may not be able to accurately predict how much Your final bill will be, they may request an authorisation for funds greater than Your final bill.

- b) Restaurants – You will need up to have Available Funds equivalent to the total cost of the meal plus up to an additional 20%. This is to accommodate any service charge that could be added to Your bill.
- c) Internet retailers – Certain internet retailer sites will, on registration or at checkout stage, send a request for payment authorisation to verify if You have sufficient Available Funds; this will temporarily impact Your Available Funds. Many sites will not deduct payment until goods are dispatched to You so You should ensure that You take account of this by ensuring that You have sufficient Available Funds to cover Your purchases.

5.8 If You use Your Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated in at a rate set by Visa Card scheme network (see http://www.visaeurope.com/en/cardholders/exchange_rates.aspx). The exchange rate varies throughout the day and is not set by Us, therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our customer services team in accordance with clause 15. You will also be notified of any applicable exchange rate for each transaction in Your online account, which is updated daily.

5.9 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 The Card is designed for online use, or for transactions at retailers where the magnetic strip on the card is swiped, or a sales slip is signed for. It does not have a PIN linked to the Card and therefore the Card may not always be accepted by retailers, either in the UK, or overseas.

6.2 You must ensure that You have sufficient Available Funds on Your Card to pay for each purchase or payment using the Card.

6.3 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

6.4 You cannot use Your Card to withdraw cash at ATMs, banks, shops or otherwise.

6.5 The Card may not be used for preauthorised regular payments, at automated fuel dispensers, or for any illegal purposes.

6.6 You cannot load additional sums onto Your Card after the initial purchase and should not attempt to do so.

6.7 You may purchase a maximum of 4 additional cards subject to a maximum total value including this Card, of £200.

7. MANAGING YOUR CARD

- 7.1 You will need access to the internet to manage the Card. You may check the balance and Available Funds on Your Card or view a statement of recent transactions, which will be updated daily, by visiting myvanillaprepaid.com in Your secure personal login area and following the login request for the Card or by telephoning 0800 068 4697 (international: +44 203.747.6764).

8. EXPIRY OF THE CARD

- 8.1 Your Card will expire on the Expiry Date. On that date, subject to clause 8.2 below, this Agreement will terminate in accordance with clause 10, the Card will cease to function and You will not be entitled to use the Card.
- 8.2 You can request a replacement Card after the Expiry Date but We are not obligated to do so, and may elect not to issue a replacement Card at Our sole discretion.
- 8.3 The “cooling off” period described in clause 9 will not apply to any replacement Card issued by Us.

9. COOLING OFF AND REDEMPTION PROCEDURE

- 9.1 You are entitled to a 14-day “cooling off” period from the Commencement Date during which You may cancel Your Card. Should You wish to cancel Your Card and this Agreement during the “cooling off” period, please contact customer services in accordance with clause 15 and also return the Card to Us at InComm Europe Limited, 1600 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AH, England, together with the proof of purchase, unused within 14 days of issue and a full refund of any fees paid to date will be made to You. Note that You will not be entitled to a refund of any fees if You have used Your Card during the 14-day “cooling off” period.
- 9.2 Following the end of the “cooling off” period in clause 9.1 above, You may terminate this Agreement in accordance with clause 10.3 and redeem all of the Available Funds on the Card by contacting Our customer services team in accordance with clause 15. You will then also need to send Us the Card, together with the original proof of purchase to the address shown in clause 15. Upon the Expiry Date and termination of the Agreement, You may redeem all of the Available Funds on the Card free of charge, however, if You terminate the Agreement and make a redemption request before the Expiry Date, You may be charged a redemption fee in accordance with clause 4 unless You terminated under clause 18.3, in which case no redemption fee will be charged. Before termination and during Your Agreement with Us You may redeem some or all of the Available Funds by contacting Our customer services team in accordance with clause 15, in which case You will be charged a redemption fee in accordance with clause 4. You will also need to send Us the Card, together with the original proof of purchase to the address shown in clause 15. We will deduct any redemption fee payable to Us from the Available Funds on the Card and will normally return the funds by bank transfer to a bank account in the Cardholder’s name for the amount of the remaining Available Funds on the Card following the deduction of the redemption fee. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, if Your

Card is not in good standing, or if there are insufficient Available Funds to cover the redemption fee.

9.3 If You request redemption of the entire remaining balance in accordance with clause 9.2, We will assume that it is Your intention to terminate this Agreement and will cancel Your Card.

9.4 If for any reason You have some Available Funds left following the termination of the Agreement, You may redeem them in full up to 6 years following the termination. As long as there are Available Funds, from the 13th month post the Expiry Date, we will continue to charge the Monthly Maintenance Fee. We will also charge You a redemption fee if You request redemption more than one year after the termination.

10. TERMINATION OF THIS AGREEMENT

10.1 Subject to clauses 10.1.1 and 10.1.2, this Agreement will terminate on the Expiry Date printed on Your Card subject to:

10.1.2 a replacement Card being issued to You on the Expiry Date of Your Card in accordance with clause 8.2; or

10.1.3 a request for cancellation by You and/or redemption by You of the entire remaining balance on Your Card in accordance with clause 9.2 above. There are no cancellation fees but redemption fees may apply in accordance with clause 4.

10.2 We may terminate this Agreement:

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

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

10.2.3 if You fail to pay fees or charges that You have incurred or fail to put right any shortfall on the balance of Your Card.

10.2.4 on provision of 2 months' notice by Us.

10.3 You may terminate the Agreement at any time by contacting Us using the contact details in clause 15.1. If You do so before the Expiry Date, You will be charged a redemption fee when redeeming Your Available Funds upon termination.

10.4 If the Agreement terminates, We will cancel Your Card and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Card.

11. KEEPING YOUR CARD AND DETAILS SAFE

11.1 We will assume that all transactions entered into by You with Your Card or Card details are made by You unless You notify Us otherwise in accordance with clause 14.1.

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

12. LOST, STOLEN OR DAMAGED CARDS

- 12.1 If You lose Your Card or it is stolen or damaged or You suspect it has been used by someone else, You must notify Us without undue delay as soon as You become aware of this by telephoning Our customer services team in accordance with clause 15 of this Agreement. You will be asked to provide Your Card number and other information to verify that You are the authorised Cardholder. Following satisfactory completion of the verification process, We will then immediately block any lost or stolen Card to prevent unauthorised use or cancel any damaged Card to prevent further use.

- 12.2 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy certain security checks, We may issue a replacement Card to You. To receive a replacement Card, We will require You to present;

12.2.1 adequate proof of purchase (such as the Purchaser's original receipt);

12.2.2 the 16-digit number from the front of the Vanilla Visa Gift Card;

12.2.3 a copy of a document that verifies Your identity, such as a passport or driving licence;

12.2.4 in the case of a damaged Card, the Card itself.

- 12.3 Certain fees may apply for the reissue of a lost, stolen, or damaged Card. please see clause 4 for further details. The "cooling off" period described in clause 9 does not apply to replacement Cards.

13. PURCHASES FROM RETAILERS

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

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

14. TRANSACTION DISPUTES AND CARD SUSPENSION

- 14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, in order to get a refund You must contact Our customer services team without undue delay - as soon as You notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from the Card. We will immediately (and no later than close of business on the day the refund was requested)

refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 14. If the refund request is received on a non-business day or after 4:30 pm on a business day, We will make the refund at the beginning of the next business day. If We are liable for an incorrectly executed transaction, We will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement. Depending on the circumstances, Our customer services team may require You to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation.

- 14.2 A payment order will be deemed to be executed correctly where it is executed in accordance with the UPI. Where the UPI that was provided to Us is incorrect, We will not be liable for non-execution or defective execution of the transaction, but We will make reasonable efforts to recover the funds involved.
- 14.3 We will limit Your liability to £50 for any losses incurred in respect of unauthorised transactions subject to the rest of this clause 14.
- 14.4 You will be liable for all losses incurred in respect of an unauthorised transaction if:
- 14.4.1 You have acted fraudulently; or
 - 14.4.2 have intentionally or with gross negligence failed to:
 - 14.4.2.1 look after and use Your Card in accordance with the Agreement; or
 - 14.4.2.2 notify Us of the problem in accordance with clause 12.1.
- 14.5 Except where You have acted fraudulently, You will not be liable for any losses incurred in respect of an unauthorised transaction:
- 14.5.1 which arise after Your notification to Us; or
 - 14.5.2 where You have used the Card in a distance contract, for example, for an online purchase.
- 14.6 If Our investigations show that any disputed transaction was authorised by You or You may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund.
- 14.7 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use – We refer to this as a “hanging authorisation” or “block”. In these cases, You will need to contact Our Customer Service team in accordance with clause 15 and present relevant evidence to show that the transaction has been cancelled or reversed.

- 14.8 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:
- 14.8.1 if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner;
 - 14.8.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;
 - 14.8.3 if there is an outstanding shortfall on the balance of Your Card;
 - 14.8.4 if We have reasonable grounds to believe You are acting in breach of this Agreement;
 - 14.8.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
 - 14.8.6 if We are required to do so by law.
- 14.9 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.8 above, We will notify You as soon as reasonably practicable that it has been refused and the reasons for the refusal, together where relevant, with the procedure for correcting any factual errors that led to the refusal.
- 14.10 We may suspend Your Card, in which case You will not be able to use it for any transactions, if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card free of charge as soon as practicable once the reasons for the suspension cease to exist.
- 14.11 You may claim a refund for a transaction that You authorised provided that:
- 14.11.1 Your authorisation did not specify the exact amount when You consented to the transaction; and
 - 14.11.2 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 Card, the Agreement and the relevant circumstances.

Such a refund must be requested from Our Customer Services team within 8 weeks of the amount being deducted from the Card. We may require You to provide Us with evidence to substantiate Your claim. Any refund or justification for refusing a refund will be provided within 10 business days of receiving Your refund request or, where applicable, within 10 business days of receiving any further evidence requested by Us. Any refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

15. CUSTOMER SERVICES AND COMMUNICATION

- 15.1 Our customer services team are normally available 24/7/365. 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: 0800 068 4697 (international) +44 203.747.6764. emailing: helpdesk@i2cinc.com
- 15.2 Our business opening hours are 9:00AM to 5:00PM local time. Correspondence received after the close of business on a particular day or on a non-business day will be treated as having arrived on the following business day.
- 15.3 If You are not satisfied with any element of the service You receive, any complaints should be made to Our customer services team using the contact details in clause 15.1 above. Calls may be monitored or recorded for training purposes.
- 15.4 We do everything We can to make sure You receive the best possible service. However, if You are not happy with how Your complaint has been managed by our customer care team and You wish to escalate Your complaint, You should contact the card issuer, IDT Financial Services Limited, PO Box 1374, 1 Montarik Building, 3 Bedlam Court, Gibraltar, email address: complaints@idtfinance.com, web www.idtfinance.com in the first instance for further assistance.
- 15.5 If, IDT Financial Services Limited is unable to resolve Your complaint and You remain unhappy, You may contact the Gibraltar Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar., e-mail psdcomplaints@fsc.gi, web www.fsc.gi.

16. LIMITATION OF LIABILITY

- 16.1 None of the organisations described in clause 1.2 will be liable for:
- 16.1.1 any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;
- 16.1.2 the goods or services that You purchase with Your Card;
- 16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or
- 16.1.4 any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event the liability of the organisations described in clause 1.2 will be limited to the balance of the Card at the time that the event occurs.

- 16.2 In addition to the limitations set out in clause 16.1, Our liability shall be limited as follows:
- 16.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or repayment to You of the Available Funds on Your Card;
or
- 16.2.2 where sums are incorrectly deducted from Your Card due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.
- 16.3 In all other circumstances of Our default, Our liability will be limited to repayment of the amount of any Available Funds on the Card.
- 16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have which We are not permitted to exclude or limit, or Our liability for death or personal injury.
- 16.5 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if You have allowed Your Card or details to be compromised due to Your gross negligence, You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.
- 16.6 The Gibraltar Deposit Guarantee Scheme does not apply to Your Card. This means that in the unlikely event that IDT Financial Services Limited became insolvent, Your Card may become unusable and any funds associated with Your Card may be lost. By using Your Card and by entering into this Agreement You are indicating that You understand and accept these risks.
- 16.7 As a responsible e-money issuer We take the security of Your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via Your Card. In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns You might have. Please contact Our customer services team for further information.

17. YOUR PERSONAL INFORMATION

- 17.1 We collect certain information about the purchasers and the users of the Card in order to operate the Card programme. IDT Financial Services Limited is a Data Controller of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act 1998 (as amended) (UK), and the Data Protection Act 2004 (Gibraltar).
- 17.2 We may transfer Your personal data outside the European Economic Area (“EEA”) to Our commercial partners where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer personal data outside the EEA, We will take steps to ensure that Your personal

data is afforded substantially similar protection as personal data processed within the EEA. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of the EEA. Your use of Our products and services will indicate to Us that You agree to the transfer of Your personal data outside the EEA. If You withdraw Your consent to the processing of Your personal data or its transfer outside the EEA, which You can do by using the contact details in clause 15.1, We will not be able to provide Our services to You. Therefore, such withdrawal of consent will be deemed to be a termination of the Agreement.

- 17.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.
- 17.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to Us. Where legally permitted, We may charge for this service.
- 17.5 Please refer to our Privacy Policy <http://www.idtfinance.com/privacypolicy.pdf> for full details, which You accept by accepting the Agreement.

18. CHANGES TO THE AGREEMENT

- 18.1 Subject to the rest of this clause 18 this Agreement may be changed or amended by Us at any time for legal, regulatory, commercial or security reasons, or to enable the proper delivery of or to improve the delivery of the Card scheme, or for any other reasons.
- 18.2 If any changes are made, they will be publicised on Our Website 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on Our Website at all times and will be sent to You by email upon request free of charge at any point during the Agreement. If You do not accept the change, You may end this Agreement immediately and free of charge before the expiry of the 2-month notice.

19. LAW AND COURTS

- 19.1 The Agreement, and Your relationship with Us arising out of or relating to the Agreement, will be governed by English law and, where European Union law so requires, such national consumer laws that provide greater consumer protection than is available under English law. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the Gibraltar courts, except where European Union law requires a specific dispute to be resolved by the courts of another jurisdiction.

20. ASSIGNMENT

- 20.1 We may assign the benefit and burden of this Agreement to another company at any time by giving You 2 months' notice of this. If We do this, Your rights will not be affected.

21. SEVERANCE

- 21.1 If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.