

# VANILLA VISA® GIFT CARD – TERMS AND CONDITIONS

PLEASE READ CAREFULLY AND RETAIN FOR FUTURE USE.

**IMPORTANT: MAKE A NOTE OF THE 16-DIGIT GIFT CARD NUMBER, TOGETHER WITH THE CUSTOMER SERVICES NUMBER AND KEEP YOUR RECEIPT SAFE IN CASE YOUR GIFT CARD IS LOST OR STOLEN.**

## 1. Definitions.

“**Agreement**” means these Terms and Conditions.

“**Available Funds**” means at any given time, the value of unspent funds loaded onto your Gift Card and available to pay for Transactions and fees and charges payable under this Agreement.

“**Bank**” means IDT Financial Services Limited, whose head office is at 1 Montark Building, 3 Bedlam Court, Gibraltar and Registered Office at 57-63 Line Wall Road, Gibraltar.

“**Cardholder**” means the Purchaser of the Gift Card and all subsequent holders of the Gift Card.

“**Expiry Date**” means the expiry date printed on the face of the Gift Card.

“**Gift Card**” means the Visa gift card that is accompanied by this Agreement.

“**Purchaser**” means the original purchaser of the Gift Card.

“**Retailer**” means a store or location or any other person which is authorized to accept the Gift Card or from which the Purchaser purchases the gift card, as applicable.

“**Transaction**” means a payment or a purchase of goods or services from a Retailer where payment is made (in whole or in part) using your Gift Card, including where payment is made over the internet, by phone or mail order.

“**We**”, “**us**” or “**our**” means the Bank and any third parties and affiliate entities who assist us in providing the Card and related services.

“**Website**” means the website at [www.myanillaprepaid.com](http://www.myanillaprepaid.com).

“**You**” and “**your**” means the Cardholder.

## 2. The Gift Card.

2.1 This Agreement is between the Bank and you. This Agreement sets out the terms and conditions that govern the use of the Gift Card. The latest version of this Agreement is posted on the Website. By purchasing, activating, signing or using the Gift Card you agree to use the Gift Card in accordance with the terms and conditions set out in this Agreement.

2.2 The Gift Card is issued by the Bank pursuant to a license from Visa Europe Limited and remains the property of the Bank at all times. The Bank is regulated and authorised by the Financial Services Commission, Gibraltar. The Gift Card programme is managed by InComm Europe Limited, a company incorporated in England and Wales (registered number 03522244) whose head office is at 1600 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire PO15 7AH, England, acting in its capacity as programme manager on behalf of the Bank. This Agreement does not give you any rights against Visa Europe Limited, its affiliates or any third party.

2.3 Your Gift Card is an e-money prepaid card issued by the Bank. It is not a charge card, debit card or credit card and is not linked to your bank account. It cannot be reloaded with additional funds. No interest will be paid on the money held on the Gift Card. The Gift Card is intended for use as a means of payment, and funds loaded onto the Gift Card do not constitute a deposit. You will not earn interest on the balance of the Gift Card. The Gift Card will expire on the Expiry Date and will cease to work. Please check Condition 7 of this Agreement for further information.

## 3. Gift Card Use.

3.1 When the Gift Card is purchased, the Available Funds will be the value printed on the Gift Card. Note this does not include the Activation Fee amount which is also printed on the front of the Gift Card as detailed in Condition 12.4. The Available Funds will be reduced each time you use the Gift Card by an amount equal to the goods or service purchased, together with any applicable fees, as set out in this Agreement (see Fees and Charges below) and any other deductions, if any, that are required to be made by law.

3.2 Prior to use, the Gift Card should be signed on the signature strip located on the back of the Gift Card

3.3 We will be entitled to assume that a Transaction has been authorised by you where either:

3.3.1 the magnetic strip on the Gift Card was swiped by the Retailer; or

3.3.2 a sales slip was signed; or

3.3.3 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 Gift Card in the case of an internet or other non face-to-face Transaction

3.4 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 network). Once we have received notification of your authorisation to proceed with the Transaction, the Transaction cannot be stopped or revoked. However, you may in certain circumstances be entitled to a refund in accordance with Condition 11.

3.5 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.

3.6 Your Gift Card can be used to purchase goods and services at Retailers, including online Retailers, who accept the Visa brand. By following the instructions provided by a Retailer to authorise the Transaction, you consent to each Transaction made using the Gift Card. Such consent cannot be withdrawn.

## 4. Transactions below or above the Gift Card Balance.

4.1 You cannot spend more than the value of the Available Funds on the Gift Card.

4.2 In some circumstances, a Retailer may require you to have Available Funds that are more than the value of the 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:

- 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.

- Restaurants – You will need to have Available Funds equivalent to the total cost of the meal plus 20%. This is to accommodate any service charge that could be added to your bill.

- 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 won't deduct payment until goods are dispatched so you should ensure that you take account of this when ensuring that you have sufficient Available Funds to cover your purchases.

- Offline purchases – If a Retailer cannot authorise your Transaction online the Transaction may be declined. Examples include on-board purchases on ferries, trains and planes.

4.3 Any attempts by you to purchase goods or services that cost more than the Available Funds on your Gift Card will be declined by the Retailer. However you may be able to use your Gift Card in conjunction with another form of payment to make a purchase. Some Retailers may refuse to facilitate such split Transactions so you should check whether this facility is available before you attempt such Transaction. You agree and understand that we are not responsible for the refusal of a Retailer to accept the Gift Card in a split Transaction.

4.4 If your Gift Card is used to make a purchase that costs less than the Available Funds, the balance remaining on the Gift Card after the purchase cannot be paid to you in cash but may be used to purchase other goods or services at a Retailer.

## 5. Limitations on Purchase and Use.

5.1 You may only purchase Gift Cards that together have a total value of not more than £400 at any one time. The Gift Card is not to be used to make periodic payments or to set up a standing order with any Retailer. The Gift Card may not be used to make cash withdrawals, whether from ATMs, banks, Retailers or otherwise.

5.2 You must ensure that you have sufficient Available Funds on your Gift Card to pay for each purchase or payment using the Gift Card.

5.3 You cannot load more money onto your Gift Card.

5.4 We may restrict or suspend use of your Gift Card without notice if we identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to the Gift Card, if we believe you have not complied with these terms and conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Gift Card.

5.5 Unless it would be unlawful for us to do so or it is impracticable for us to do so, where we stop or suspend the use of your Gift Card in accordance Condition 5.4, we will notify you of this and our reasons for doing so, provided we have your contact details. Where it is not possible to notify you before we stop or suspend the Gift Card, we will notify you as soon as possible after we have stopped or suspended the Gift Card, provided we have your contact details.

5.6 We do not represent or warrant that the Gift Card will always be accessible or accepted by Retailers, either in the UK or overseas. You will not be able to use your Gift Card at “pay-at-risk” petrol pumps, for example, unless you normally do so using your Gift Card to pay for petrol by presenting the Gift Card at the kiosk or to a service station attendant. You will be unable to use the Gift Card with some Retailers who provide services which include the remittance of money or other services involving cash.

## 6. Statements and Balance Enquiries.

You will not be sent any statements concerning the Gift Card. You can check your Gift Card purchase date, find out the Available Funds on your Gift Card and view your Gift Card Transaction history online on the Website or by telephoning 0800 068-4697.

## 7. Expiration.

After the Expiry Date your Gift Card cannot be used. If there are Available Funds remaining on your Gift Card after the Expiry Date, you can request a replacement Gift Card or that the Available Funds be transferred to you in the form of a cheque by contacting us via the Website or by telephoning 0800 068-4697. We have complete discretion as to whether or not to issue you a replacement Gift Card. See Section 18.4 for further details on the redemption process.

## 8. Keeping Your Card And Details Safe.

8.1 We will assume that all Transactions entered into by you using your Gift Card are made by you unless you notify us in accordance with Condition 11.1.

8.2 You are responsible for keeping your Gift Card and its details safe. This means you must take all reasonable steps to avoid the loss, theft or misuse of the Gift Card or details. You should not disclose the Gift Card details to anyone except where necessary to complete a Transaction. You should be satisfied that the Retailer or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the Transaction and supplying them with the physical Gift Card or details.

Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses. NEVER DISCLOSE YOUR GIFT CARD NUMBER TO ANYONE IN WRITING. This includes printed messages, e-mails and online forms.

## 9. Damaged Gift Cards.

9.1 If your Gift Card is damaged, you should contact Customer Services immediately at 0800 068-4697. We will issue a replacement card when provided with a) the damaged card; b) adequate proof of purchase (such as the Purchaser's original receipt); and c) your full identification (such as a passport, driving license or similar documents). We are entitled to refuse to replace a Gift Card if we suspect fraudulent or other unlawful activity.

## 10. Lost or Stolen Gift Cards.

The following fees and charges apply to your Gift Card:

10.1 You will be responsible for all Transactions associated with the Gift Card including those that you did not authorise unless you have taken all reasonable care to ensure that you keep the Gift Card safe from misplacement and from being used by a third party at all times. If the Gift Card is lost or stolen, you may lose (and may not be able to recover) the funds stored on it, just as you would if you lose cash. You should treat the Gift Card like cash in a wallet.

10.2 If your Gift Card is lost or stolen, you should contact Customer Services immediately on 0800 068-4697 (international: +44 20 3564-1841) to request a replacement card. Once you have notified Customer Services, your lost or stolen Gift Card will be blocked and no further purchases can be made using it.

10.3 If you wish to receive a replacement Gift Card you will need to present a) adequate proof of purchase (such as the Purchaser's original receipt); b) the 16-digit number on the front of the Gift Card; and c) a document that verifies your identity such as a passport, driving license or other acceptable document. We may at our discretion refuse your request to replace a Gift Card, for example (but not limited to these alone), if we suspect fraudulent or other unlawful activity. If we do provide a replacement, a new Gift Card will be issued to you loaded with the Available Funds at the time that the Gift Card was blocked less any card replacement fee (see Fees and Charges below).

10.4 If we believe you have acted fraudulently, or if we believe you have intentionally or with gross negligence failed to keep your Gift Card safe at all times, we will hold you liable for all Transactions and any associated fees. Subject to this, we will limit your liability to £50 for any unauthorised Transactions, where you have notified us in accordance with Condition 11.1.

## 11. Transaction Disputes

11.1 If you believe you did not authorise a particular Transaction or that a Transaction was incorrectly carried out, you must contact our Customer Services team without undue delay – as soon as you are able to do so – to inform us, no later than 3 months after the date of such Transaction. Depending on the circumstances, our Customer Services team may require you to complete a dispute declaration form.

11.2 Subject to Condition 10, we will refund any unauthorised or incorrectly executed Transaction immediately unless we have reason to believe that the incident may have been caused by misuse of this Agreement. However, in such cases where we have reasonable grounds to suspect fraud, we shall not be liable for a Transaction that has been incorrectly executed if you have failed to notify us of a problem without undue delay – in those circumstances, you may be held liable.

11.3 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 reserve the right to take legal action against you in the event that we believe you have made a fraudulent claim for an unauthorised Transaction.

11.4 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 Gift Card as well as you being liable for any losses we suffer. We refer to this as a “hanging authorisation block”. In these cases, you will need to contact our Customer Service team and present relevant evidence to show that the Transaction has been cancelled or reversed.

11.5 In certain circumstances, we may refuse to complete a Transaction that you have authorised. These circumstances include:

11.5.1 if we are concerned about the security of your Gift Card or we suspect your Gift Card is being used by a fraudulent or suspicious manner;

11.5.2 if there are not sufficient Available Funds to complete the Transaction and all associated fees at the time that we receive notification of the Transaction;

11.5.3 if there is an outstanding shortfall on the balance of your Gift Card;

11.5.4 if we have reasonable grounds to believe you are acting in breach of this Agreement or

11.5.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing Transactions.

11.6 Unless it would be unlawful for us to do so, where we refuse to complete a Transaction for you in accordance with Condition 11.5 above, we will notify you as soon as reasonably practicable provided we have your contact details, that it has been refused and the reasons why it has been refused together with where relevant, with the procedure for correcting any factual errors that led to the refusal.

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

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

11.7.2 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 Gift Card, the terms and conditions and the circumstances of this case).

Such a refund must be requested from our Customer Services team within 8 weeks of the amount being deducted from the Gift Card. We may require you to provide us with evidence to substantiate your claim. The refund shall be equal to the amount of the Transaction. Any such refund will not be subject to any fee.

## 12. Fees and Charges.

The following fees and charges apply to your Gift Card:

12.1 **Monthly Maintenance Fee.** A fee of £2.00 will automatically be deducted from the Available Funds on your Gift Card, starting the 7th month from the date of purchase of the Gift Card.

12.2 **Foreign Currency Margin.** A foreign exchange rate of 3% will be charged on the

converted amount for Transactions made in any currency other than Pounds Sterling. If you make a Transaction in a currency other than Pounds Sterling, then the amount deducted from your Gift Card will be converted to Pounds Sterling on the day we receive details of the relevant Transaction. We will use an exchange rate set by Visa (see [http://www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx)). Exchange rates can fluctuate and there may be a charge between the time a Transaction is made and the time it is deducted from your Gift Card. We are not responsible for and cannot guarantee you will receive a favourable exchange rate.

12.3 **Gambling Fee.** A fee of 3% will be charged on any Transaction associated with gambling. This fee will automatically be deducted from the Available Funds.

12.4 **Activation Fee.** A Purchaser may be charged, and pay on purchase of the Gift Card, a fee to activate the Gift Card. This activation fee will not affect, or be deducted from, the Available Funds on the Gift Card at the time of activation and will be charged at the following rates:

Gift Card denomination £25	£2.95
Gift Card denomination £50	£3.95

12.5 **Gift Card Replacement Fee.** If a replacement card is issued as a result of a lost, stolen or damaged Gift Card, a card replacement fee of £9.95 will be charged to the Cardholder. The card replacement fee will be deducted from the Available Funds prior to issuance of the replacement card.

12.6 **Tax.** We will deduct any value added tax and other taxes, charges and fees due to us from the Available Funds. You should be aware that other taxes or costs may exist that are related to the Gift Card but are not paid via us or imposed by us.

### 13. Privacy and Disclosures to Third Parties.

13.1 Your Gift Card is not personal to you and anyone who has the Gift Card in their possession can use it. Your Gift Card may be used without identification of the holder. Notwithstanding the foregoing you acknowledge and agree that you may not re-sell your Gift Card to any other person.

13.2 You agree and acknowledge that we may disclose information about the Gift Card to our affiliates, our service providers, our accountants and auditors, Retailers, and others who assist us in providing the Gift Card and related services. We may also disclose information identifiable with your Gift Card as necessary (a) to complete a Transaction; b) to comply with applicable laws; c) to verify the existence and status of your Gift Card to third parties; d) as part of our analysis for internal purposes; e) as required for the protection of any third parties or us; f) in conjunction with the sale of the business of the Bank; g) with your consent; and h) as otherwise permitted by law. We may also disclose to any third party information that originated from the Gift Card when such disclosure is aggregated with other information and not specifically identifiable with the Gift Card.

### 14. Personal Data.

We may collect information and take actions necessary to verify your identity. Your personal data will at all times be processed fairly and lawfully in accordance with the principles of the Data Protection Act 1998 and such other laws relating to the protection of personal data and privacy as may apply. By purchasing and/or using the Gift Card, You agree that we, and the Retailer from whom the Gift Card was purchased may (i) retain and process all personal information given by the Purchaser and/or you in connection with such purchase, registration or use of the Gift Card for purchases via the Internet (and that we may record this information both manually and/or on a computer database), (ii) process such data outside the European Economic Area, and (iii) release personal information when appropriate to comply with the law, enforce or apply this Agreement, which includes exchanging information with other companies and organizations for fraud protection and risk reduction. If you were not provided with the opportunity to opt in or out of receiving further marketing communication from us as outlined above in clause (i) of this paragraph, this data will not be used for further marketing communications.

### 15. Cancellation

You have a legal right to cancel your Gift Card up to 14 days after you receive it – this 14 day period is known as the "Cooling-Off Period". To cancel your Gift Card, the Purchaser must contact Customer Services at 0800 068 4697 and send the Gift Card, unsigned and unused, to InComm Europe Limited, 1600 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire PO15 7AH, England together with proof of purchase. Upon cancellation, all Available Funds remaining on your Gift Card will be returned to you, subject to satisfactory identity checks being completed, without charge, and a full refund of any fees paid to date will be made to you. However, you will not be entitled to a refund of any fees if you have used your Gift Card during the 14 day Cooling-Off Period.

### 16. Termination.

16.1 This Agreement may be terminated by us at any time upon provision of two months' notice.

16.2 Unless terminated in accordance with Condition 15, this Agreement will terminate automatically on the earlier of expiry of the Gift Card, or when the Available Funds on the Gift Card reach zero.

16.3 You will be unable to use your Gift Card after this Agreement is terminated. You will be entitled to surrender and redeem the Available Funds on your Gift Card by calling 0800 068-4697 in accordance with Condition 18. You must tell us what to do with any Available Funds as soon as possible. Until the Gift Card is surrendered, or until the balance of the Gift Card reaches zero, all fees will continue to apply.

16.4 All obligations and duties that, either expressly or by their nature, extend beyond the termination of this Agreement will continue to be in force after the termination of this Agreement.

### 17. Retailer Disputes, Returns and Exchanges.

When you use the Gift Card, the Retailer should provide you with a receipt. Please check the receipt to verify the Transaction amount. If the amount is incorrect, you should notify the Retailer to correct the error. If you have a problem with a purchase or a dispute with a Retailer, you must deal directly with the Retailer. The Retailer is not an affiliate or agent of us and we are not responsible for the goods or services purchased with the Gift Card. Furthermore, any returns or exchanges will be governed by the policies of the Retailer and applicable law. You may be required by a Retailer to present the Gift Card when the Gift Card with returns merchandise. Any credit to the Gift Card resulting from a return or exchange may not be available for use by you for up to ten (10) business days after the exchange or return. A credit to a Gift Card with a zero balance will reinstate the Gift Card. Any reinstated Gift Card will be subject to the terms and conditions of this Agreement (including any applicable fees). If your Gift Card has expired prior to the credit, you will need to request a replacement Gift Card or a refund cheque to access your funds.

### 18. Cash Redemptions and Gift Card Redemption Fee.

18.1 A Cardholder may surrender the Gift Card and redeem the Available Funds of the Gift Card account for cash at any time (in the form of a cheque), subject to the terms set forth in this Section 18.

18.2 A Gift Card Redemption Fee of £9.95 will be charged: (a) where redemption is requested before termination of this Agreement or the expiry of the Gift Card; or (b) where redemption is requested more than one year after the date of termination of this Agreement.

18.3 Any Available Funds will be redeemed provided that we do not have reasonable grounds to believe that you have acted fraudulently or that we are not required to withhold the Available Funds by law or regulation, or at the request of the police, a court or any regulatory authority.

18.4 To request a redemption, the Purchaser must contact Customer Services at 0800 068 4697 and send the Gift Card to us together with proof of purchase. A request for redemption may take up to seven (7) days to process, though we will make reasonable efforts to process the request sooner.

### 19. Errors, Locks, and Enquires

19.1 We reserve the right to correct the balance of your Gift Card account if we believe that a clerical or accounting error has occurred. With respect to disputes, errors or other enquiries, you should call 0800 068-4697 (International: +44 20 3564-1841).

### 20. Our liability.

Any liability on our part in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be subject to the following exclusions and limitations:

20.1 where the Gift Card is faulty due to our fault, our liability shall be limited to replacement of the Gift Card loaded with any Available Funds or, at our choice, repayment to you of the Available Funds;

20.2 where sums are incorrectly deducted from your Available Funds due to our fault, our liability shall be limited to payment to you of an equivalent amount;

20.3 in all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds;

20.4 we shall not be liable for any acts or omissions that are a consequence of our compliance with any national or European Union law;

20.5 we shall not be liable for any fault or failure relating to the use of the Gift Card that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite our reasonable efforts to the contrary including, but not limited to, a fault in or failure of data processing systems;

20.6 we shall not be liable for any failure or refusal of a Retailer to accept the Gift Card, or the failure of a Retailer's equipment to process a Transaction;

20.7 we shall not be liable for the goods or services purchased with the Gift Card. If you have any disputes about purchases made using your Gift Card, you should settle these with the Retailer from which you bought the goods or services.

20.8 we shall not be liable for any loss of profits, loss of business, or any indirect consequential special or punitive losses; and

20.9 neither the Bank nor its respective affiliates or agents have any liability for unauthorised access to, or the alteration, theft or destruction of your Gift Card through accident, misuse, or fraudulent means or devices by any Cardholder or any third party or if the Gift Card is suspended or prohibited because it has been reported lost or stolen or is believed to be used fraudulently or in a suspicious manner.

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

### 21. Your liability.

21.1 You will be liable for all unauthorised Transactions that arise if you have failed to keep the security features of the Gift Card safe for the misappropriation of the Gift Card. Subject to applicable law, this liability may be unlimited, except where relevant laws or regulations impose such a limit.

21.2 You will be liable for all Transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such Transactions and any fees and charges relating to such Transactions will be deducted from the Available Funds on your Gift Card.

### 22. Gift Card Issuer and Assignment.

We reserve the right to assign, without recourse, our duties and obligations as issuer of the Gift Cards to another financial institution.

### 23. No Compensation Scheme.

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.

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 settling Transactions made using your Gift Card. In the unlikely event that we become insolvent, funds that have reached our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns you might have; please contact Customer Services for information.

### 24. Complaints.

24.1 If you are unhappy with any aspect of our services, please contact Customer Services on 0800 068-4697 (or calling internationally: +44 20 3564-1841). All complaints will be dealt with in accordance with the complaints procedure, a copy of which will be sent to you on request. It is important that you provide all receipts and information that are relevant to any complaint.

24.2 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 Services team and you wish to escalate your complaint, please forward your complaint to IDT Financial Services, 57-63 Line Wall Road, Gibraltar. Email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com).

24.3 If, having exhausted our complaints procedure, you remain unhappy, you may complain to the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar. Tel +350 200 40283, Fax +350 200 40282, e-mail [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://www.fsc.gi).

### 25. Void Where Prohibited by Law.

In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

### 26. Retain this Agreement, Gift Card Number and Receipt.

This Agreement was provided to the Purchaser of the Gift Card. The Purchaser and each subsequent Cardholder must retain this Agreement. A copy of this Agreement is also available online on the Website. The original receipt for the purchase of the Gift Card and the Gift Card number will be required in case the Gift Card is lost, stolen or damaged, or for customer service purposes. The entire card number is printed on the Gift Card, but is not printed on the Gift Card receipt. Please record the entire number and keep in a safe place.

### 27. Entire Agreement.

This Agreement constitutes the entire Agreement between you and us regarding your Gift Card.

### 28. Language, Governing Law and Jurisdiction.

This Agreement is in English and all communication between you and us will be in English. This Agreement shall be interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

### 29. Amendments.

29.1 We may update or amend this Agreement at any time. We will post prior notification of such changes on our Website no later than two months before they are due to 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). It is your responsibility to check the Website regularly for notification of any such changes. By continuing to use the Gift Card after such changes have taken effect, you agree to be bound by the updated or amended terms of this Agreement. If you do not wish to be bound by them, you should stop using your Gift Card immediately and you may redeem the funds on your Gift Card. In such circumstances, you will not be charged a fee.

29.2 Any alterations to this Agreement in order to comply with any requirement of any national or European Union law shall take place with immediate effect and without prior notice to the extent permitted by law.

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