

ePayments MasterCard® Prepaid Card Terms and Conditions

These Terms and Conditions apply to the use of your ePayments Card. You must read them carefully. You may request a copy at any time.

You understand and confirm that by accepting these Terms and Conditions during the ePayments Card registration process on our [Website](#), you agree to abide by these Terms and Conditions concerning your use of the ePayments Card, and you also agree to our [Privacy Policy](#) which forms part of these Terms and Conditions.

Your ePayments eWallet must be used to load your ePayments Card with funds but the use of your ePayments eWallet is subject to separate terms and conditions which are available at https://www.epayments.com/documents/Epayouts_Systems_Limited_Terms_and_Conditions.pdf.

If there is any part of these Terms and Conditions you do not understand or wish to clarify, please contact Customer Services (see "4. Contacting us" below).

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1. Definitions

In these Terms and Conditions:

“Abandoned” means that during the last six (6) months, a Card Account has not had value loads, point-of-sale transactions, ATM withdrawals, or Closed-loop Transactions; provided, however, that such Card Account and Card will no longer be Abandoned when it has a balance of \$0, becomes Active again, or is closed by you. The Abandoned Card Account fee continues after expiration until the Card and/or Card Account has a \$0 balance.

“Active” means any Card Account with a balance other than \$0 during any month, or that has had any attempted or settled financial transaction of any kind, including without limitation, ATM, point-of-sale or card-not-present transaction, accountholder Fee, monetary adjustment, account-to-account transfer, chargeback or dispute, etc.

“ATMs” means automatic teller machines.

“Authorise” or *“Authorisation”* means you authorise a Merchant or other third party to collect or initiate a payment from your Card.

“Business Day” means any day other than a Saturday, a Sunday or a public or bank holiday in England and Wales.

“ePayments Card” means the ePayments Prepaid MasterCard plastic or virtual card issued to you by us under these Terms and Conditions.

*“Non-Personalised Card”*¹ means a plastic Card which does not display the Cardholder’s name.

*“Virtual Card”*² means your ePayments Prepaid MasterCard virtual card containing the following set of data – card number, CVC2 code, expiry date - issued to you under these Terms and Conditions. Virtual card can be transferred to the plastic card.

“Card Account” means the account established by us and accessed by your Plastic Card or your Virtual Card, as applicable.

“Cardholder” *“you”* *“your”* means the individual holder of the card authorised in accordance with these Terms and Conditions to use the Card.

“Distance Contract” means a distance contract as defined by regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

“ePayments” means ePayments Systems Limited, the e-money issuer for the ePayments Card. ePayments is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900172) for the issuing of electronic money and registered in England and Wales No. 8134141. Registered office Palladium House, 1-4 Argyll Street, London, United Kingdom W1F 7LD.

¹ This product may not be available yet

² This product may not be available yet

"ePayments eWallet", *"eWallet"* means the electronic money account you have separately opened with ePayments, your use of which is separately governed by its own Terms and Conditions.

"ePayments Mobile App" means an application which can be downloaded on Android and IOS mobile telephones enabling online access to your eWallet and Card Account via a mobile telephone, tablet or similar device.

"Excepted Contract" means a contract that—

(a) falls to any extent within regulation 6(1) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or

(b) falls within regulation 6(2) of those regulations.

"Fees" means those fees charged by us from time to time as set out in the Fees and Limits List that is available on the Website;

"Fees and Limits List" means the List of Fees and Limits applicable to the use of your Card from time to time as set out on our Website;

"Limits" means the Load and usage limits and restrictions which apply in relation to the ePayments Card from time to time as set out in the Fees and Limits List that is available on the Website.

"Load" means the transfer or deposit of electronic money onto your ePayments Card.

"MasterCard Transaction" means the completion of a transfer of funds from a Cardholder to a Merchant for goods or services purchased using your Card.

"MasterCard Acceptance Mark" means the brand mark of MasterCard International, Inc. as further described on <http://www.mastercardbrandcenter.com> and which is used for all applications signifying acceptance.

"Merchant" means a retailer or any other person providing goods or services that accepts cards displaying the MasterCard acceptance symbol in payment for such.

"PSI-Pay" means PSI-Pay Ltd., the MasterCard issuer for the ePayments Card. PSI-Pay Ltd. is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Registration ref: 900011) for the issuing of payment instruments and registered in England and Wales No. 5899168, Registered office Afon Building, Worthing Road, England RH12 1TL.

"Redeem" or *"Redemption"* means transferring any or all of the electronic money from your ePayments Card back to your ePayments eWallet.

"Terms and Conditions" means these Terms and Conditions (including any documents referred to herein) which govern your use of the ePayments Card.

"We", *"us"* or *"our"* means ePayments.

"Website" means our online site at www.epayments.com.

2. Your ePayments Card

2.1. The ePayments Card enables you to hold stored value (known as "electronic money" or "e-money") which can be spent using your ePayments Card. You can use ePayments plastic card at any location that displays the MasterCard® acceptance mark, including shops, restaurants, online, or on the telephone.

ePayments virtual card can be used for online transactions only. Before using the Card you need to make sure there are enough funds loaded on it.

2.2. You can check the balance of funds and view the transactions carried out on your Card Account on our Website or via the ePayments Mobile App.

3. Regulatory Information

3.1. Your card is issued by PSI-Pay. PSI-Pay is a member of the MasterCard scheme and is licensed by MasterCard International Incorporated to issue MasterCard cards. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated.

3.2. ePayments is the issuer of the electronic money accessed via your Card.

3.3. Although it is a product regulated by the Financial Conduct Authority (<http://www.fca.org.uk>), the ePayments Card and the electronic money stored on it is not covered by the Financial Services Compensation Scheme.

3.4. Although your Card is not covered by the Financial Services Compensation Scheme, ePayments ensures that once it receives your funds they are held in a segregated account, and safeguarded in accordance with the Electronic Money Regulations 2011 until they are spent or withdrawn or reimbursed to you. If ePayments becomes insolvent, funds that you loaded on to your Card will be protected for you against the claims of any creditors of ePayments as they are held in a safeguarded account.

3.5. Your Card is not a credit card or a debit card and is not issued by a bank. No interest will accrue or be paid on balances held on your ePayments Card.

4. Contacting us

4.1. If you have any questions about these Terms and Conditions, the ePayments Card, or any of your dealings with ePayments, you can read the [ePayments Frequently Asked Questions \(FAQ\)](#) which are available via the Website, use the "[Contact Us](#)" facility on the Website, or contact us via e-mail at support@epayments.com. When contacting us by email please include the following:

- (a) Your full name (name and surname)
- (b) Your full telephone number, including country code,
- (c) A brief message concerning your request, question, enquiry or complaint.

For the security reason we may ask you to provide us with a personal data to identify you.

4.2. If you want a copy of these Terms and Conditions or of any of the other legal documents that relate to the ePayments Card you should send an email with your request to support@epayments.com. We will deal with your enquiry promptly.

4.3. If you need to report your Card lost or stolen, or you have knowledge or suspicion that your Card, or any password or PIN has been misappropriated or otherwise compromised, please contact us immediately on +44 (0)20 7873 2383 or by the Interactive Voice Response (IVR) phone number(s) listed on our Website or block the Card via our Website.

You should also unload the funds from the Card to your eWallet account.

5. Eligibility

5.1 To apply for and use an ePayments Card you must:

(a) be at least 18 years old;

(b) register for the Card in accordance with the instructions set out on the registration page of our Website including indicating your agreement to be bound by these Terms and Conditions;

(c) not be in breach of any of these Terms and Conditions or otherwise have had access limited to your Card, or have had your Card closed by us; and

(d) not be a resident of any country to which we do not provide the ePayments Card. Countries which are not available for issuing are excluded from the list of acceptable countries for the delivery.

5.2. You may not have more than one Card per currency and we may cancel any or all of the Cards of a Cardholder who has, or who we reasonably suspect has, multiple Cards of the same designated currency. You may have multiple Cards provided that each one is denominated in a different currency.

6. Applying for and activating your ePayments Card

6.1. To become a Cardholder, you must apply for a Card by providing all of the information requested on the registration page of our Website.

6.2. You must not provide any false, inaccurate, incomplete or misleading information.

6.3. You may not be able to use the ePayments Card or any part of its functionality until you have passed our identity and security validation and verification checks, and provided information requested in accordance with anti-money laundering regulations. We may check all personal and identity verification information you give us with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and the searches made. However, we do not perform a credit check and any search is for identity purposes only and will be recorded as such. We shall keep records of the information and documents we obtain to verify your identity in accordance with all applicable legal and regulatory requirements.

6.4. Following card types are issued:

- ePayments Personalised plastic Cards (in USD, EUR, GBP³ currencies. Such as other currencies as are indicated on our Website from time to time)
- ePayments Non-Personalised plastic Cards (in USD currency)⁴
- ePayments Virtual Cards (in USD, EUR, GBP currencies)⁵

Order for a Personalised and Virtual Card can be placed from your ePayments account online. Issuance of Non-Personalised Cards are at ePayments discretion only and, in most cases related to marketing and promotional activities.

During the application process, you will be asked to choose the currency and the type of Card (Personalised or Virtual).

6.5. We will review your application as soon as possible. It remains in our sole discretion whether we issue an ePayments Card to you. If your application for an ePayments Card is approved, we will endeavor to send your ePayments Card to you within the timeframe set out on our Website, however, please be aware that in some instances it can take longer for your ePayments Card to arrive.

6.6. You can order the Personalised and Virtual Card from your eWallet ePayments account online and get access to the Card from the same eWallet ePayments account.

6.7. Once you have received an ePayments Card, you must activate your Card on the ePayments website. You will not be able to use your ePayments Card until you have activated your Card online first.

The ePayments Personalised Card can be activated via our Website www.epayments.com or Mobile Application or IVR number(s) listed on our Website and on the activation label on the front side of your card.

The Virtual Card does not require activation, as it is active immediately after the issuance.

If you received a Non-Personalised ePayments Card (which were distributed during promotional events, conferences - at the company's discretion), but you do not have an ePayments account, then you need to register with ePayments online www.epayments.com in order to activate your Card. If you are already registered, you activate your Non-Personalised Card online.

Note: The activation of a Non-Personalised Card is possible only after providing your personal details. If you previously ordered a Personalised or Virtual Card in any currency then it is impossible to use a Non-Personalised Card from the same account.

6.8. A Personalised Cards requires undergoing the procedure of obtaining a PIN-code. This can be done online at www.ePayments.com (after the card activation process) or by calling the Interactive Voice Response (IVR) phone numbers listed on our Website and on the activation label on the front side of your Card.

The PIN-code can be chosen by yourself or you can get the auto-generated code. IVR allows to receive auto-generated code only.

For a Non-Personalised Card the PIN-code can also be obtained after Card activation process online at www.ePayments.com or after activation – by calling the Interactive Voice Response (IVR) phone numbers listed on our Website.

³ This product may not be available yet

⁴ This product may not be available yet

⁵ This product may not be available yet

You can change your PIN-code anytime online at www.ePayments.com. We may charge additional fee for this service according to the "Fees and Limits" list stated on our website.

6.9. You must sign the signature strip on the back of your physical plastic ePayments Card as soon as you receive it. The Card may be considered as not valid and you may be refused in transaction processing in case the card is not signed.

7. Using your Card

7.1. Opening your Card Account

(a) By opening a Card Account, you will be able to, subject to the payment of any applicable Fees and compliance with these Terms and Conditions:

(i) Load your Card Account with funds from your ePayments eWallet to your Card Account;⁶

(ii) Redeem electronic money from your Card;

(iii) Buy goods and services in store, online or by telephone/mail order from Merchants using funds on your Card; and

(iv) Withdraw funds by cash withdrawal from ATMs at any location that displays MasterCard, maestro and Cirrus logos, and banks who agree to provide this service (subject to any maximum set by the relevant ATM operator or bank), unless we inform you otherwise.

7.2. Card Account and ePayments eWallet

(a) Your ePayments Card is the way you access funds on your Card Account so your Card and Card Account do not hold a separate balance, they have one and the same balance.

(b) Your Card Account and Card are wholly separate to your ePayments eWallet. Cards and eWallet do not hold a single balance, they have separate balances.

You can transfer funds from your ePayments eWallet onto your Card Account in order to spend them using your Card. However, if your ePayments eWallet is denominated in a different currency to your Card, then a currency conversion will be performed by ePayments under the terms and conditions of your ePayments eWallet, please check such [Terms and Conditions](#) before requesting such a transfer.

7.3. Load and Transaction Limits⁶

Your Card may be subject to limits associated with Loads, MasterCard Transactions and ATM/Bank withdrawals. See the [Fees and Limits List](#) for details.

⁶ you may load your card according to the limits set in the "Fees an Limits" . Please note that your card's type is Payroll Plus according to which card can be loaded by funds received from your employer and by your own funds (but not more than 5000 GBP)

There may also be payment restrictions applicable to your use of the Card (e.g. it will not work at certain categories of Merchant).

We recommend you check the possibility of payment via card with the bank or merchant prior making the transaction.

7.4. Permission

When you Load your Card, you permit us to receive a transfer of funds on your behalf from your ePayments eWallet, plus deduct any applicable Fees from those funds for our own account, and then issue electronic money at par value to the funds transferred (net of the applicable Fees) to your Card. You should check all the Fees which apply to your use of the ePayments Card. These are set out in the [Fees and Limits List](#) on our Website. When using the ePayments Card, you may also be subject to applicable charges of the Merchant or ATM operator/bank withdrawal service provider. We cannot tell you the charges that may be levied by these parties, such information should be obtained directly from such parties.

7.5. Transactions

(a) The ePayments Card enables you to undertake the transaction types set out in section 7.1 from and to your Card. We impose Limits on these transactions as set out in the [Fees and Limits List](#).

(b) You can access information on any transaction you have made by accessing your Card Account through our Website and the ePayments Mobile App. This will provide you with detailed information including the Fees you have paid in relation to any transaction. If you should require it, we can also confirm the maximum time it will take for any transaction you have initiated to be executed.

(c) For any MasterCard Transaction or ATM/bank withdrawal, we receive your transaction instruction from the Merchant or ATM/bank withdrawal service provider via the MasterCard network. For any other transactions, including a request to Redeem the funds on your Card, we receive your transaction message at the time you ask us to complete the transaction.

(d) We will deduct the value of your transactions from the balance on your Card and any applicable Fees at the time of the transaction. If you make a transaction, any applicable Fees will be added to the amount of the transaction so that the total sum of your transaction amount plus the applicable Fees will be deducted from your Card.

(e) during attempt of any MasterCard Transaction, ATM/bank withdrawal or Redeeming funds, if required funds are not available on your Card at the time the request is made, plus any applicable Fees, then your request will not be processed.

(f) In the unlikely event, for any reason whatsoever, a MasterCard Transaction or ATM/bank withdrawal is completed when there are insufficient funds on the Card for that MasterCard Transaction or ATM/bank withdrawal (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the Merchant or ATM/bank withdrawal provider, in this circumstance we may seek the Shortfall from the Merchant or ATM/ bank withdrawal provider (as applicable).

(g) Where the Shortfall must be reimbursed by you, you will be required to Load funds immediately to reimburse the negative Card balance. Until we are reimbursed the Shortfall amount, we may suspend your Card. If we believe the Shortfall has been created intentionally this will be treated as potential Fraud.

7.6. MasterCard Transactions

(a) Your Card can be used for single transactions, a series of recurring transactions (including transactions for an indefinite period) or pre-Authorising future transactions of a certain or uncertain amount. Authorisation will be requested at the time of the MasterCard Transaction (which for recurring MasterCard Transactions will be at the time you Authorise the first transaction in the series only, and for a pre-Authorised MasterCard Transaction will be at the time of the pre-Authorisation not at the time of the MasterCard Transaction itself).

(b) A MasterCard Transaction will be regarded as Authorised by you when:

(i) (in respect of transactions made through a Merchant's terminal) you enter your PIN
(ii) (in respect of transactions online, over the telephone or by mail order) you provide the Merchant with the Card details they request which will include the name on your Card, the Card number on the front of the Card, the security code on the back of the Card and the Card's expiry date. In respect of transactions online it may be required to enter one-time password delivered via text message or other security details in case text message not delivered.

(c) Authorisation for a MasterCard Transaction may not be withdrawn (or revoked) by you after it is received by the Merchant. A MasterCard Transaction which is agreed to take place on a date later than the date it was Authorised may be withdrawn as long as you give notice to us and to the Merchant no later than the close of business on the Business Day before it was due to take place.

(d) If we do revoke a MasterCard Transaction on your behalf we may charge a revocation Fee as specified in the Fees and Limits List

7.7. ATM/Bank Withdrawals

(a) An ATM withdrawal will be regarded as Authorised by you when you enter your PIN into the ATM.

(b) A bank withdrawal (where available), will be regarded as Authorised by you when you provide the bank with the card in order to process the bank withdrawal, enter your PIN on POS terminal and sign the bank withdrawal service provider's receipt.

(c) Authorisation for an ATM or bank withdrawal may not be withdrawn (or revoked) by you after it is received by the ATM operator or bank withdrawal service provider (as applicable).

7.8. Redemptions

(a) You may Redeem all or a portion of the balance of your Card to your ePayments eWallet.

(b) In any circumstance to comply with regulations or for the safety of your Card Account we may require you to send us documents verifying your identity prior to allowing a Redemption of funds. We will process the Redemption request immediately provided all identity and security validation and verification checks are successfully completed, which we will conduct as soon as reasonably practicable. A Redemption request will be regarded as Authorised by you where you follow the instructions on the Website and have both properly confirmed Redemption and satisfactorily fulfilled any identity verification requirements.

(c) See the ePayments eWallet [Terms and Conditions](#) for details on redemption of electronic money from your ePayments eWallet.

7.9. Balances

(a) You may check your balance and transaction history by logging into your Card Account on our Website or via the ePayments Mobile App. We will update your transaction history near real-time. Your transaction history will show:

(i) the amount of the transaction shown in the currency in which the transaction was paid and debited to the Card;

(ii) the foreign exchange rate used for currency conversion where applicable;

(iii) the amount of Fees for the transaction;

(iv) the date the transaction is Authorised or posted on to the Card.

(b) You will be able to see separate card transactions history and statements for your Card from your ePayments account.

(c) We recommend you check your Card balance and transaction history regularly and inform us regarding any suspicious transactions or transaction you do not recognize or disagree with as soon as possible

7.10. Expiry, Cancellation, Closure and Suspension

(a) Your Card will expire on the expiry date printed on the plastic of the last Card we issue you. The validity of virtual card will be specified in the image of virtual card in your online ePayments account. You will not be able to use your Card after it has expired. Shortly before your Card expires we may provide you with a replacement card or contact you to ask whether you require a replacement card. We reserve the right not to reissue you a card. For the purposes of these Terms and Conditions, your replacement card will be your ePayments Card subject to these Terms and Conditions once you receive it or upon expiry of your then current ePayments Card, whichever is the latter.

(b) Within 14 days of the date of opening your Card Account you have the right to close your Card Account and cancel your Card at no cost by contacting us using the contact details set out in Section 4 and requesting cancellation in writing.

(c) After the initial 14-day period referred to in Section 7.10(b) you may close your Card Account and cancel your Card at any time by giving one month's notice to us in writing via email or post using the contact details set out in Section 4.

(d) When your Card is cancelled, we will immediately block your Card so it cannot be used. You will remain liable for all obligations relating to your Card even after your Card Account has been closed. Closing your Card does not mean that we delete the personal data that we hold on you and we will continue to store such data, including the history of your MasterCard Transactions for a minimum period of 5 years as required by law.

(e) If you close your Card Account you will no longer be able to use any of the functionality of the ePayments Card. Rather than close your Card Account permanently you can block your Card temporarily or indefinitely subject to expiration as explained in Clause 7.10(a).

(f) We may terminate these Terms and Conditions and close your Card by giving you 2 months' notice by email for any reason.

(g) We may terminate these Terms and Condition immediately upon notice to you by email:

(i) if you breach an important part of these Terms and Conditions, or repeatedly break these Terms and Conditions and fail to resolve the matter in a timely manner;

(ii) if you act in a manner that is threatening or abusive to our staff, or any of our representatives;[or]

(iii) if you fail to pay Fees or charges that you have incurred or fail to put right any shortfall ; or

(h) We may at any time suspend, restrict or cancel your Card functionality or refuse to issue or reactivate your Card if:

(i) we are concerned about security of your Card;

(ii) we suspect your Card is being used in an unauthorised or fraudulent manner;

(iii) or we need to do so to comply with the law.

We will tell you as soon as we can before we do this if possible or otherwise immediately afterwards, giving our reasons, unless letting you know would compromise reasonable security measures or be otherwise unlawful. We will reactivate your Card or replace it with a new one without undue delay after the reasons we suspended, restricted or cancelled its use cease to exist. We may also cancel these Terms and Conditions or suspend your Card immediately if we believe your Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this we will tell you as soon as we are permitted to do so.

(i) We may refuse to process a MasterCard Transaction or ATM/bank withdrawal:

(i) If sufficient funds are not loaded on your Card at the time of a MasterCard Transaction or ATM/bank withdrawal transaction to cover the amount of the transaction and any applicable Fees;

(ii) You fail to pay applicable Fees;

(iii) If there is an outstanding Shortfall on the Card;

(iv) If we have reasonable grounds to believe that you are acting in breach of these Terms and Conditions;

(v) If we believe that a MasterCard Transaction or ATM/bank withdrawal is suspicious or potentially illegal (for example, if we believe that a transaction is being made fraudulently); or because of errors, failures (whether mechanical or otherwise) or refusals by Merchants, ATM operators, payment processors or payment schemes processing MasterCard Transactions or ATM transactions.

(j) If we refuse to process a transaction because we think it is suspicious or potentially illegal, where we are permitted to do so by applicable law we will contact you by phone. If we refuse to process a transaction for any other reason, we will inform you by email without undue delay and in any event by the end of the next Business Day, giving our reasons and explaining how you can correct any information we hold that led to us refusing to process the transaction, unless informing you would compromise security measures or be unlawful.

(l) If we cancel your Card we will move the funds to your ePayments eWallet. The funds will be managed in accordance with your ePayments eWallet [Terms and Conditions](#).

7.11. Unclaimed Balances on an inactive Card

If the account has not been active for last 6 months, it is classified as Abandoned. This type of accounts will be charged Abandoned Card Account fee starting from 7th months of inactivity in accordance with the [Fees and Limits](#) stated on the website www.epayments.com. The fee will be deducted until account becomes Active, or till balance reaches 0 or card has expired.

7.12. Disputes with Merchants

If you have any disputes about purchases made using your Card, you should settle these with the Merchant you bought the goods or services from. We are not responsible for the quality, safety or any other aspect of any goods or services purchased with your Card. Remember that once you have used your Card to make a purchase we cannot stop that MasterCard Transaction we may however be able to assist you to dispute the transaction according to the MasterCard Worldwide dispute resolution rules. You should contact customer services if you would like to raise such a dispute. A Fee may apply for this service according to the Fees and Limits List.

The time frame for Card transaction dispute initiation depends on the reason of disputing and is regulated by MasterCard Worldwide. You should inform us regarding any card transaction you may disagree with as soon as possible.

7.13. Fees

(a) The Fees applicable to your Card are set out in the Fees and Limits List on our Website.

(b) Fees will be deducted from your Card Account balance.

(c) When you use your Card you may also be subject to applicable fees, surcharge rules and regulations of the relevant ATM or Merchant, or other financial institution or association.

(d) If you make a transaction that requires one or more currency conversions (for example because your Card is denominated in a currency that is different from the currency charged by the Merchant), we may charge you a foreign exchange fee as is displayed in the "Fees" section of the Fees and Limits List and on our Website.

(e) The exchange rate applicable to each MasterCard Transaction currency conversion is determined by MasterCard and depends on the time at which a transaction is executed through the MasterCard system. This in turn depends on the time at which the recipient's acquiring bank submits the transaction for payment by us. The exchange rate actually applied will be shown in your Card Account transaction history once the transaction is processed.

(f) Any currency conversion required to Load your Card from your ePayments eWallet will attract exchange rates and fees as explained in the separate Terms and Conditions which govern the use of your ePayments eWallet.

8. Security, unauthorised and incorrectly executed MasterCard Transactions

8.1. Security

(a) If you have any indication or suspicion that your ePayments Card, password, PIN or other security details are lost, stolen, misappropriated, used without Authorisation or otherwise compromised, you should change your password and/or PIN (as applicable), suspend or block your card (by visiting our Website or with mobile application or by calling the Interactive Voice Response (IVR) phone number(s) listed on our Website) and contact us immediately using the details set out at Section 4.

(b) You should treat your Card like cash. If it is compromised, you may lose some or all of your money on your Card, in a similar way as if you lost cash in your wallet or purse. As a result, keep your Card safe and secure and do not let anyone else use it.

8.2. Identity

(a) It is your responsibility to keep your Card identification, security information, password, PIN, security questions and answers and other information specific to your Card confidential and never disclose them to anyone. Should another person gain access to your Card Account and/or use your Card by passing all identification and security validation and verification checks, we may be entitled to treat any MasterCard Transaction or other transaction conducted by that person as valid and Authorised by you and we may not be responsible for any loss or damage you may incur as a result.

(b) If you think a MasterCard transaction or other transaction that was not Authorised by you has been processed or has been incorrectly executed you must contact us without undue delay on becoming aware of it or at the very latest within 13 months of the debit date. You may be required to complete and return a declaration form to us promptly. We will refund any un-Authorised MasterCard Transaction or other transaction without undue delay and restore your Card to the state it would have been if the unauthorised transaction had not taken place immediately, unless we have any reason to believe that the incident may have been caused by your breach of these Terms and Conditions, your gross negligence, we have reasonable grounds to suspect that it has been caused by your fraudulent activity or the case requires further investigation.

If we assume that your Card has been compromised, the further use of the card is not secure and the card has to be blocked.

We can refuse the customer with compensation of funds in case customer continues to use the card participated in fraud or continues to use the compromised card.

(c) When you notify us of an incorrectly executed MasterCard Transaction we will investigate the circumstances. If you ask us to, we will make immediate efforts to trace the MasterCard Transaction and will notify you of the outcome. We are liable for the correct execution of the MasterCard Transactions and any charges and interest that you have to pay as a consequence of the non-execution of the transaction unless we can prove that the MasterCard Transaction was received by the intended recipient or their payment service provider. If our investigation shows that the amount of the MasterCard Transaction was not received by the intended recipient or their payment service provider we will refund the difference to you without undue delay and restore your Card to the state in which it would have been had the defective payment transaction not taken place. We are not liable to you if you incorrectly identify the intended recipient, including any Merchant, under a MasterCard Transaction, but in such a case we will make reasonable efforts to recover the funds involved.

8.3. Investigations

If our investigations show that a MasterCard Transaction or other transaction reported by you as un-Authorised or incorrectly executed was in fact Authorised by you, or you have acted fraudulently or with gross negligence (for example, by failing to keep your Card security information secure), we may reverse any refund made and you may be liable for any and all loss we suffer from your use of the Card (except where the Card has been used in connection with a Distance Contract other than an Excepted Contract where you will not be liable unless you have acted fraudulently). We may also hold you liable for losses up to £50 in respect of any un-Authorised MasterCard Transaction or other transaction that was made before you notified us of the loss or theft of your Card or where you have failed to keep your Card security information safe, from the misappropriation of your Card or its security features.

8.4 Refunds for Pre-Authorised Transactions

(a) You may be entitled to claim a refund in relation to MasterCard Transactions within 8 weeks of the date on which your Card was debited where a pre-Authorised MasterCard Transaction did not specify the exact amount at the time of its Authorisation and the amount charged by a Merchant is more than you could reasonably have expected

taking into account normal spending patterns on the Card or the circumstances of the MasterCard Transaction and you notify us of this without delay and at the very latest within 8 weeks of the debit date. We will refund the amount within 10 Business Days of receiving your claim or inform you that we need further information from you to confirm your right to a refund.

(b) A claim for a refund in the circumstances set out above will not be accepted if you gave us your consent to execute the transaction and information on the MasterCard Transaction was made available to you at least 4 weeks before the MasterCard Transaction date.

9. Privacy

9.1. In applying for the ePayments Card and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy is on our Website, and includes details of the personal information that we collect, how it will be used, and who we share it with.

9.2. By using the ePayments Card at Merchants or elsewhere to make a payment or withdraw cash, you also consent to the use of your personal information as required to execute the payment in accordance with regulatory requirements and the MasterCard rules. Depending on where you use your Card, this may include a processing of your information outside of the European Economic Area.

10. Our Liability

10.1. Any liability on our part in connection with these Terms and Conditions shall be subject to the exclusions and limitations set out in this Section 10.

10.2. We will not be liable for any loss arising from:

(a) a Merchant or its acquiring bank refusing to accept your Card; or

(b) any cause which results from abnormal or unforeseen circumstances beyond our control or which would have been unavoidable despite all our efforts to the contrary; or

(c) us suspending, restricting or cancelling your Card or refusing to reissue or replace it if we suspect your Card Account is being used in an un-Authorised or fraudulent manner, or as a result of you breaking an important term or repeatedly breaking any term of these Terms and Conditions; or

(d) our compliance with any applicable laws or regulatory requirements.

10.3. Unless otherwise required by law or as set out in these Terms and Conditions, we will not be liable to you in respect of any losses you or any third party may suffer in connection with the ePayments Card as a result of our actions or inactions which were not a foreseeable direct consequence of our actions or inactions, so we shall not be liable for indirect consequences.

10.4. We will not be liable for the goods or services that you purchase with your Card.

10.5. From time to time, your ability to use your Card may be interrupted, e.g. when we carry out maintenance. If this happens, You may be unable to:

(a) load Your Card; and/or

(b) use Your Card to pay for purchases or obtain cash from ATMs; and/or

(c) obtain information about the funds available in your Card Account and/or about your recent Card transactions.

10.6. Where your Card is faulty, our liability shall be limited to replacement of the Card.

10.7. Where sums are incorrectly deducted from your Card Account our liability shall be limited to payment to you of an equivalent amount.

10.8. In all other circumstances our liability will be limited to repayment of the amount of the available balance on your Card at the time the liability arose.

11. Complaints

11.1. If you are unhappy in any way with your ePayments Card or the way it is managed or have any other complaints in connection with it, please tell us first by using the contact details set out in Section 4 so that we can investigate the circumstances for you.

11.2. We will endeavor to deal with your complaint quickly and fairly and will notify you of the outcome of our investigation.

11.3. If you would like a copy of our internal complaint handling procedures then please request a copy from support@epayments.com.

11.4. If, at the end of the ePayments procedures, you are still unhappy, you can refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 and e-mail: complaint.info@financial-ombudsman.org.uk.

12. Your Details

12.1. You must let us know as soon as possible if you change your name, address, phone number or e-mail address. If we contact you in relation to your Card, for example, to notify you that we have cancelled your Card, we will use the most recent contact details you have provided to us. We will not be liable to you if your contact details have changed and you have not told us.

12.2. We may send communications and notices to you at the phone number or email address you provided to us during the registration process (or as updated subsequently by you) and via the internal ticket system on the website. Any and all communications and notices by either party under these Terms and Conditions by e-mail or the internal ticket system on the Website shall be deemed given on the day the message is sent, unless the sending party receives an electronic indication that the message was not delivered.

13. Changes to these Terms and Conditions

13.1. We may find it necessary to change these Terms and Conditions from time to time and will notify you at least 2 months in advance of the date on which the changes are

due to take effect. We will notify you by sending you an email advising that we have posted details of the changes on our Website.

13.2. Your continued use of the ePayments Card after the date the changes take effect (as notified to you) shall constitute your acceptance of such changes to these Terms and Conditions. You may review the current Terms and Conditions at any time by clicking on the "Legal" link on the Website.

13.3. Should you wish not to be bound by any new Terms and Conditions, you must tell us that you do not agree to the change within the 2 months otherwise you will be deemed to have accepted the new Terms and Conditions. We will treat such a notice from you as notification that you wish to terminate this agreement. In such circumstances we will close your Card Account and cancel your ePayments Cards you and refund any monies owed to you.

13.4. See Section 7.13(e) regarding exchange rates used for currency conversions. As these rates change frequently and are in MasterCard's control, such changes shall apply immediately and without notice and shall not be subject to the requirements of this Section 13. See Section 7.13(f) regarding exchange rates on Loading.

14. Assignment

14.1. These Terms and Conditions are personal to you and you may not assign or otherwise transfer your rights and obligations under them. We may assign or transfer the benefit and burden of these Terms and Conditions to another entity at any time, on giving you 2 months' prior notice of this. If we do this, your rights will not be affected.

15. Governing Law and Language

15.1. These Terms and Conditions shall be governed by the laws of England and Wales. All disputes arising out of or relating to these Terms and Conditions shall be resolved by the English Courts, except where European Union legislation requires a specific dispute to be resolved by the courts of another jurisdiction.

15.2. This Agreement is concluded in English. All communications with you will be in English.

16. Other General Information

16.1. These Terms and Conditions are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining Terms and Conditions.

16.2. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter of them and supersede and replace any and all prior agreements between us.

16.3. Our failure to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of any such right or operate to bar the future exercise or enforcement of such right at any time.

16.4. The rights and remedies available to us in these Terms and Conditions are cumulative and are in addition to any other right or remedy available to us at law or in equity.

16.5. We may engage the services of one or more affiliates, subsidiaries, agents or subcontractors in order to fulfil our obligations.

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