

## WEBSITE

### CASHBACK SERVICE TERMS

#### 1. Introduction

- 1.1 Where we agree to provide the Cashback Service to you, the following terms (the "**Cashback Service Terms**") will apply in addition to the [Customer Terms](#). For more information on this benefit please see the Website.
- 1.2 As part of your account with us, we provide a cashback rewards programme (the 'Cashback Service'). In order to provide the Cashback Service we currently work with Pluxee UK Ltd (registered in England No (02680629) whose registered office is at Enigma The Park MK, Ortensia Drive, Wavendon, Milton Keynes, England, MK17 8LX.
- 1.3 This benefit will continue for as long as your Account remains open, after which it shall automatically end. You can opt out of receiving this benefit via the Website or by contacting us.

#### 2. Cashback Service

- 2.1 You can earn cashback, that is a percentage of qualifying transactions you make at certain UK retailers ("Cashback"), by using the Card either online or in store to make purchases at qualifying retailers (the "Cashback Service").
- 2.2 We receive a commission (the "Commission"), payable by a retailer for qualifying purchases you make, from the retailer, once that retailer has confirmed the purchase is a qualifying transaction (each a "Qualifying Transaction").
- 2.3 Cashback Rates (the "Rates") may change and you should check the cashback page on the Website for the latest Rates that apply, as well as any exclusions or limitations. Any new Rates will apply as soon as we update the Website.
- 2.4 When we refer to qualifying retailers, we mean sellers and suppliers of goods or services that agree to enter into Qualifying Transactions and pay us Commission.
- 2.5 Each retailer offer is subject to such terms and conditions as the retailer applies to the offer.
- 2.6 We use an administrator to administer the cashback. The current administrator is Pluxee UK Ltd.

#### 3. Automatic Entitlement

- 3.1 If you have been accepted for an Account and a Card you will automatically be included in our Cashback Programme.

#### 4. Cashback

- 4.1 After you have made a Qualifying Transaction we will calculate the amount of Cashback due to you and pay it to your Account. Cashback will be credited to your Account in the first two weeks of the month that is at least 60 days after a Qualifying Transaction has been made. For example, if you make a Qualifying Transaction that generates Cashback of £1.20 on 21 August, £1.20 will be credited to your account in the first two weeks in November.
- 4.2 If we, or the cashback administrator, determine that any Cashback has been calculated incorrectly or paid to you in error, we reserve the right to either reclaim any amount owed or

deduct it from future payments of any Cashback to you until such time as the overpayment has been returned to us in full.

- 4.3 You can view all Cashback that is due to be credited to you, and that has previously been paid, by viewing the Cashback section of your online account on the Website. You should be able to view Cashback that is due to be paid to you seven Business days after you have made a Qualifying Transaction.
- 4.4 There are various circumstances in which Cashback will not be paid to you, namely:
- a) where the transaction in question is cancelled after it has been entered into, for example where a purchased product is returned or a right to cancel the transaction is exercised;
  - b) we have reason to believe that the Cashback has been obtained fraudulently;
  - c) we have concerns about the security of your Account, or Card and/or your use of the Cashback Service;
  - d) where you opt out of the Cashback Service;
  - e) your Account is closed;
  - f) the Card expires, or is cancelled, or terminated; or
  - g) the Agreement is suspended, cancelled, or terminated for any reason.

## **5. Misuse of the Cashback Service**

- 5.1 We reserve the right to suspend, cancel, or terminate the Cashback Service, or parts of it, if in our reasonable view you are in breach of any provision of the Cashback Service Terms or the Agreement.
- 5.2 You must not enter into, or attempt to enter into, any transaction with a retailer or to endeavour to gain Cashback:
- a) by providing personal information of someone else;
  - b) by deceptively or unfairly exploiting a retailer's offering, or;
  - c) in breach of any terms and conditions applied by us or the retailer to that transaction.
- 5.3 If you see or experience anything on the Cashback Service that appears to breach any of the above requirements, we invite you to inform us by contacting us via the contact page facility on the Website.

## **6. Additional Services**

- 6.1 We or our partners may offer new or additional services through the Cashback Service from time to time. Your use of those services may be subject to additional terms and conditions, which you must comply with. Provided that those terms are notified to you on the Cashback Service in an appropriate manner when you agree to take those services, any failure by you to comply with a material provision of the terms governing those services will amount to a breach of these terms and the Agreement.

## **7. Operation of the Cashback Service**

- 7.1 We reserve the right to withdraw, modify or suspend aspects of the Cashback Service, or the entirety of it, where we have legal, security, technical or commercial reasons to do so. We will endeavour to give you at least 30 days' notice before taking such action, except where it is necessary to take earlier action for security reasons or because of technical difficulties which adversely affect the Cashback Service, or due to Applicable Law. There may also be times when the Cashback Service becomes inaccessible as a result of technical difficulties experienced by us or internet access problems; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note, however, that we cannot guarantee continuous access to the Cashback Service or any of the content that appears on it.

- 7.2 Nevertheless, we will strive to ensure that any periods of planned unavailability, which you will be informed of when you access the Cashback Service at the relevant time, are kept to a minimum where we are able to do so.

## **8. Liability for Cashback Service**

- 8.1 We will exercise reasonable care and skill in providing the Cashback Service but we do not guarantee that the Cashback Service will meet your requirements.

- 8.2 We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:

- a) for any loss of revenue, business, anticipated savings or profits;
- b) for any loss, damage or costs or other claims that are not foreseeable by us; or
- c) for any loss resulting from any transaction or purchase you make; relating to, or arising from, the Cashback Service.

- 8.3 If we are found to be liable to you for the Cashback Service, our total liability (including any indemnity) concerning the Cashback Service shall be limited to the greater of:

- a) £5 (five pounds sterling); or
- b) the total amount of Cashback paid to you in the twelve-month period immediately before the date you make a claim against us.

- 8.4 For the avoidance of doubt, nothing in this paragraph 8 limits our obligation to pay valid Cashback to you.

- 8.5 The provisions of this paragraph 8 shall survive the termination or expiry of the Agreement.

## **9. Changes to the Cashback Service Terms**

- 9.1 We reserve the right to change the Cashback Service Terms from time to time, and upload the new version on the Website. When we do so, we will upload the new version of the Cashback Service Terms on the Website, and the new version of the terms will take effect, and will govern the Cashback Service and your relationship with us:

- a) commencing no less than thirty days after the date of uploading (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of the Cashback Service Terms which is capable of adversely affecting you; if you do not wish to be governed by the new version of the Cashback Service Terms, you may notify us on or before the date when the new version of the terms is to take effect, and from that date the Cashback Service automatically terminates and you must cease to use the Cashback Service; or
- b) immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting you - examples of which would include, without limitation, a change of administrator, changes to contact details referred to, or the refinement of provisions that are already included, in the Cashback Service Terms

## **10. Opting out of the Cashback Service**

- 10.1 You may opt out of the Cashback Service by contacting us via the contact page facility on the Website.