

Brightwell® Prepaid Mastercard Terms and Conditions

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Last modified: 25th January 2023

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

1. Definitions

Account	The electronic money account associated with your Card.
Agent	Any company, institution or other body authorised by us to process applications for the Card.
Agreement	These terms and conditions relating to the use of your Card(s) as amended from time to time.
Applicable Law	any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by TPL from time to time.
ATM	Automatic teller machine, cashpoint facility or cash dispenser.
Available Balance	The value of unspent funds loaded onto your Account and available to use.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.
Card	The prepaid card issued to you to be used in accordance with this Agreement, including Companion Cards.
Companion Card	Any additional Card which is issued in accordance with clause 8 any time after the successful registration of an Account and issuance of a Primary Card;
Companion Cardholder	A person who you have authorised to hold a Companion Card.
Customer Services	The contact centre for dealing with queries about your Card and Account. You can contact Customer Services by: <ol style="list-style-type: none">i. calling 011-855-821-4694 (your network provider may charge a fee for calling this number);ii. visiting www.brightwellnavigator.com, accessing the Brightwell Navigator Mobile App or sending a support ticket via secure mail; oriii. writing to Brightwell Payments, Inc., P.O. Box 724026, Atlanta, Georgia 31139 USA.

EEA	European Economic Area.
Expiry Date	The expiry date printed on your Plastic Card
Fee	Any fee payable by you as referenced in the Fees & Limits Schedule.
Fees & Limits Schedule	The schedule contained in this Agreement.
KYC	Our confirmation of your personal identity and address by conducting electronic verification of your details or by your provision of relevant identity documents.
Merchant	A retailer or any other person that accepts e-money.
Mobile App	The Navigator mobile application that allows you to access your Account and carry out the functions specified in clause 8.3.
Online Account	The area on the Website and in the Mobile App that allows you to access your Account and carry out the functions specified in clause 8.3.
Personal Data	The registered personal identity details relating to the use of your Card and Online Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.
PIN	Personal Identification Number i.e. the security number provided for use with your Card.
Primary Card	The first Card issued to you in response to registration of your Account in accordance with this Agreement.
Primary Cardholder	The person who has been issued with the Primary Card and who is responsible for the use of all Companion Cards in accordance with this Agreement.
Program Manager	Brightwell Payments Inc., and registered in the United States with company number 1-404-855-2462 and registered office address at 4401 Northside Parkway NW Suite 560, Atlanta, Georgia 30327 United States.
Regulatory Authority	As the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Gibraltar Financial Services Commission.
Schemes	Mastercard or Visa as applicable and as shown on your Card; Mastercard is a registered trademark of Mastercard International Incorporated. Visa is a registered trademark of Visa International.
Transaction	Using your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.
Username and Password	A set of personal codes selected by you in order to access your Online Account;

Website	www.brightwellnavigator.com
we, us or our	Transact Payments Limited (“TPL”), a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar GX11 1AA and company registration number 108217, and authorised by the Gibraltar Financial Services Commission as an electronic money institution.
you or your	You, the person who has entered into this Agreement with us by virtue of your use of the Card and or Account and any other person you have authorised to use any Cards in accordance with this Agreement.

2. Your Agreement, Card and Account

- 2.1. The Card allows your employer to deposit funds into your Account.
- 2.2. Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Agreement.
- 2.3. Your Card is an e-money product; it is not a credit, charge or debit card or connected in any way to your bank account.
- 2.4. You can download or print the latest version of this Agreement at any time from the Website and/or request a paper copy from Customer Services.

3. Purchase and activation of your Card

- 3.1. To apply for and use a Card you must be at least 18 years old.
- 3.2. Upon your authorization, your employer will provide your KYC information and Personal Details to Program Manager to apply for a Card. We may ask to see the evidence your employer holds to evidence your Personal Details. We may require documentary evidence to prove this and/or we may carry out checks on you electronically. Such evidence may be provided on your behalf by your employer.
- 3.3. Regardless of the type of Card(s) you have, you will have only one Account where your Available Balance is located.
- 3.4. When you receive your Card, you must sign it immediately and then call the number on the activation sticker or visit the Website to activate it. You may be asked supply us with your Personal Details and requisite KYC information and/or documents (which we shall record and store in accordance with applicable legislation) in accordance with the Fees and Limits Schedule.
- 3.5. Provided we have been able to verify your KYC information and Personal Details, you shall be allowed to activate the Card and thereafter, use the Card.

4. Personal Details

- 4.1. If you enter into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided to Program Manager.
- 4.2. You must notify Program Manager of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in your Online Account. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.3. We, or Program Manager, reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account,

you authorise us and Program Manager to undertake electronic identity verification checks on you either directly or using relevant third parties.

5. Loading your Card

- 5.1. Your employer or the Program Manager will load funds to your Card.
- 5.2. Funds cannot be loaded by you or accepted from any other source and we reserve the right to refuse to accept any particular loading transaction.
- 5.3. TPL is not responsible for any funds that have not been loaded onto the Card and does not provide services for loading funds to the Card.
- 5.4. Subject to the payment of a Fee, you may transfer a maximum amount of €500 of your Available Balance from your Card/Account to other Cards/Accounts that may be held with us.

6. Using your Card

- 6.1. Your use of the Card is subject to the applicable Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.
- 6.2. We and the Program Manager reserve the right to request KYC documents and verification of your source of funds at any point.
- 6.3. You can use the Card at any Merchant who accepts the applicable Scheme to (where permitted by your Card-type) make purchases in-store, via the internet or over the phone and to withdraw cash from ATMs and banks who agree to provide this service (subject to any additional fees that such ATM operators or banks may charge), unless we inform you otherwise.
- 6.4. You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods.
- 6.5. If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving an invoice from Program Manager or us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.
- 6.6. There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access the exact amount of funds authorised by you.
- 6.7. Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths. We accept no liability if a Merchant refuses to accept payment using the Card.
- 6.8. You must not use the Card for:
 - pre-authorised regular payments; or
 - Transactions at self-service petrol pumps;
 - Gambling transactions;
 - Manual cash disbursements & associated transaction types; and
 - any illegal purposes.

7. Authorising Transactions

- 7.1. You will need to give your consent to each Transaction by, where applicable, a) using your PIN or other security code personal to you; b) providing the Card details and/or providing any other details requested; c) making a cash advance request at a bank counter; or d) placing your Card near a contactless point-of-sale terminal. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 7.2. The time of receipt of a Transaction order is when we receive it. If a Transaction order is when it is received by our processing partner.
- 7.3. Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card or Account and these will be resolved as soon as possible.

8. Companion Cards

- 8.1. At our sole discretion, you may be eligible to apply for a Companion Card connected to your Primary Card, for use by a Companion Cardholder, by submitting a request on the Website.
- 8.2. Companion Cardholders must be at least 18 years old or, provided that you are legally responsible for them, at least 13 years old. Transactions by persons under 18 years of age may not be allowed by some Merchants but in all cases, you shall be responsible for any use of any Companion Card by such persons. We shall request KYC for each Companion Cardholder as required.
- 8.3. If your Companion Card application is successful, we will send you a Companion Card, which will be subject to a Fee and which you may give to the nominated Companion Cardholder for their exclusive use, provided that:
 - i. you provide the Companion Cardholder with a copy of these terms and conditions (which will then bind use by both of you);
 - ii. the Companion Card is used only by that Companion Cardholder;
 - iii. you retain the Primary Card for your sole and exclusive use in accordance with this Agreement;
 - iv. all Transactions made on the Companion Card shall be considered as having been authorised directly by the Primary Cardholder, who shall be responsible for such Transactions and any applicable Fees.
- 8.4. Funds can only be loaded on to a Companion Card by a Card-to-Card transfer from the Primary Card associated with that Companion Card.
- 8.5. You must ensure that any Companion Cardholders under 18 years of age are aware that they may not use a Card for any purpose for which the minimum age is at least 18 e.g. purchase of alcohol, adult entertainment or gambling.
- 8.6. For regulatory reasons, Companion cards cannot be issued in or mailed to India.

9. Managing & Protecting Your Account and Card

- 9.1. You will select a PIN at the time you register your Card at the Website. You will need this PIN in order to make cash withdrawals from an ATM or at a bank.
- 9.2. If you forget your PIN, you should go to the Website and select the “Customer Support/Service” link. You can also call Customer Services at the phone number listed on the back of your Card and a representative will assist you. Your replacement PIN will be set by a representative if by phone or by you if by Website. If you enter an incorrect PIN three times, your Card will be restricted until you contact Customer Services.
- 9.3. Once you have received your Card, you may access your Online Account on the Website or Mobile App, where you will be prompted to create a Username and Password or log in using biometrics. You will need this log-in information in order to access your Online Account and perform the following functions in relation to your Card:
 - i. check or change your registered details (i.e. address, email address, telephone number);

- ii. check your Available Balance;
- iii. check your Transaction Details;
- iv. request a Companion Card;
- v. report your Card as lost or Stolen;
- vi. change your Username and/or Password.

9.4. We recommend that you check your Online Account and Transaction history on a regular basis as they are updated continuously.

9.5. Other than in relation to a Cardholder, you must not give your Card to any other person or allow any other person to use it.

9.6. You are responsible for your Account, Card, PIN, Mobile App, Online Account and any related security details and must take all possible measures to keep them safe and entirely confidential. Such measures include:

- i. memorising your PIN once you set it ;
- ii. never writing your PIN on your Card or on anything you usually keep with your Card;
- iii. keeping your PIN secret at all times for example, by not using your PIN if anyone else is watching;
- iv. not disclosing your PIN to any person.

9.7. Failure to comply with this condition 9 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at clause 133.3.

9.8. If you believe that someone else knows your Online Account, PIN or Card security details, you must contact Customer Services immediately.

9.9. In the event that we suspect or believe that your Card may be subject to any fraud or security threats, Program Manager will notify you via secure email.

9.10. Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

10. Cancellation

10.1. If you change your mind about having the Card, you may cancel it at any time by contacting Customer Services. We will refund any balance remaining on the card to you (in the same currency as that of your Card).

10.2. You may terminate your Card at any time by contacting Customer Services and exercising your redemption rights under clause 11.3**Error! Reference source not found.** You will not be charged for cancelling your card but a redemption fee may apply if you choose to redeem all of your Available Balance. Any such Redemption Fee/Card Account Closure Fee is set out in the Fees & Limits Schedule.

10.3. Once we have received all necessary information from you and/or your employer (including KYC) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:

- i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
- ii. we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.

10.4. Once your Card and Account have been cancelled, it will be your responsibility to destroy your Card(s).

10.5. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

11. Expiry & Redemption

- 11.1. Your Card's Expiry Date is printed on the Card and you must not use it after this date. This Agreement shall terminate on the Expiry Date unless you are issued with a replacement card.
- 11.2. If a Card expires before your Available Balance is exhausted, your employer will make arrangements for your card to be replaced. If you are no longer on-board at the time your card expires, go to the Website and select the "Customer Support" link or call Customer Services to request a refund (in accordance with condition 11.3 below) or a replacement Card to be sent to you at your home address (which may be subject to a fee).
- 11.3. Notwithstanding any Expiry Date, you can terminate this Agreement and redeem your funds at any time while your Account is open by contacting Customer Services. Once your Account is closed, and subject to any legal obligations with which we must comply, you will be able to redeem your Available Balance at any time within six years from the date this Agreement was terminated. When we process your redemption request, we may require you to provide us with KYC information and/or documents in order to verify your Personal Details in accordance with legal requirements. We will charge a redemption fee if you request redemption/Card Account Closure fee of all your Available Balance before, or 12 months after, the Expiry Date on your Card), subject to clause 20.2.
- 11.4. Companion Cards will not be automatically renewed once they expire. However, a replacement Primary Card will be issued in accordance with clause 11.2 upon expiry of that Primary Card. You may apply for replacement Companion Cards in accordance with the procedure set out in clause **Error! Reference source not found.**
- 11.5. We shall have the absolute right to set-off, transfer, or apply sums held in your Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

12. Termination or Suspension of your Card and Account

- 12.1. When this Agreement is terminated, your Account is closed. We, or Program Manager for us, may terminate this Agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us).
- 12.2. We, or Program Manager for us, can suspend your Card/ Account, restrict its functionality or terminate this Agreement at any time with immediate effect if:
 - i. You haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
 - ii. a Transaction has been declined because of a lack of Available Balance or you do not repay money that you owe to us; or
 - iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or
 - iv. we believe that your use of the Card may result in harm to us or to our systems; or
 - v. we believe that your continued use of the Card may damage our reputation; or
 - vi. you become bankrupt; or
 - vii. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or
 - viii. you do not access your Account for 3 years; or
 - ix. we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or

- x. we cannot process your Transactions due to the actions of third parties; or
- xi. you have breached this Agreement.

12.3. In the event that we do suspend or terminate your Card then, where lawfully permitted, we or Program Manager shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

13. Loss or Theft of your Card.

- 13.1. You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card. In the same way as if you lost your wallet unless you contact us as specified in this clause.
- 13.2. You must contact Program Manager without delay by calling Customer Services if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card related security details is known to an unauthorised person or you think that a Transaction has been incorrectly executed.
- 13.3. You shall be liable for up to a maximum of €50 (or currency equivalent) of losses due to unauthorised Transactions made before you informed us about the theft, loss or misappropriation of the Card. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.
- 13.4. Once a loss or theft is reported, use of the Card shall be blocked to avoid further losses.
- 13.5. Replacement Cards will be sent to the most recent address you have provided, or will be provided to you onboard the ship, and will be subject to a Fee.
- 13.6. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 13.7. In the event that you inform us of any unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 13.8. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.
- 13.9. In the event that a Transaction that was executed within the EEA or the UK arrived later than it should have according to the terms of this Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- 13.10. In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause 13.11, only in circumstances where you can prove that:
 - 13.10.1 the exact Transaction amount was not specified when you authorised the payment; and
 - 13.10.2 the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.
- 13.11. The refund referred to in 13.10 will not be provided if:
 - 13.11.1 the amount relates to currency exchange fluctuations; or
 - 13.11.2 you have given your consent to execute the Transaction directly to us; or

- 13.11.3 information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or
- 13.11.4 you request the refund from us later than 8 weeks from the date on which it was debited.

14. Payment Disputes

- 14.1. If you dispute a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 14.2. If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable and may charge you a Chargeback Processing Fee.
- 14.3. If you have reason to believe that a Transaction for which your Card was used was unauthorised or allocated to your Account in error, you may ask Program Manager to investigate the Transaction. If an investigation occurs, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation Fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

15. Foreign Exchange

- 15.1. If you use your Card in an EEA currency other than the currency in which your Card is denominated (“Foreign Currency Transaction”), the amount deducted from your Available Balance will be the amount of the Foreign Currency Transaction converted to your Account currency using a rate set by the Scheme. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website prior to making a Foreign Currency Transaction. This information will also be sent to you by email after making a relevant Foreign Currency Transaction, where required by Applicable Law. You are able to opt out of receiving this notification in the ‘Account Settings’ section of the Website.

16. Our Liability

- 16.1. We shall not be liable for any loss arising:
 - i. from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
 - ii. from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - iii. from any use of this Card that is contrary to this Agreement;
 - iv. for goods or services that are purchased with the Card; and
 - v. for any damages due to loss, fraud or theft that you have reported to us 13 months after the event.
- 16.2. We will not be liable to you if your contact details have changed and you have not told us.
- 16.3. Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 16.4. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

- 16.5. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 16.6. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 16.7. The above exclusions and limitations set out in this paragraph shall apply to any liability of Program Manager or our affiliates such as the Scheme, and other suppliers, contractors, representatives and any of their respective affiliates (each a "**Protected Party**") (if any), to you, which may arise in connection with this Agreement. This clause 16.7, and the exclusions and limitations set out in this paragraph, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with the Contracts (Rights of Third Parties) Act 1999. This clause 16.7 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

17. Complaints

- 17.1. Should you wish to make a complaint about your Card and/or Account, you may contact the Customer Services team detailing the nature of your complaint. Any complaints you have will be dealt with as quickly as possible and in any event our Customer Service team shall respond to you within 15 Business Days.
- 17.2. If having received a response from our Customer Services team you are unhappy with the outcome you can escalate your complaint to Transact Payment Limited's Complaints Department by emailing cardcomplaints@transactpaymentslimited.com. You will receive a formal response of their findings within 35 Business Days of receipt of your complaint.
- 17.3. We will make every effort to reach a resolution to your complaint, if we are unable to resolve your issue to your satisfaction, we will explain the reasoning behind our decision.
- 17.4. In the unlikely event that we are unable to resolve your issue you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

18. General Communication

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

19. Personal Data

- 19.1. TPL collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that Personal Data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 12.2 (iii) above.
- 19.2. We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our Privacy Policy which is provided to you at the time we collect your Personal Data and which you can access [here](#).

20. Changes to the Terms and Conditions

- 20.1. We may update or amend this Agreement (including our Fees & Limits Schedule) at any time on at least 2 months' advance notice which we shall instruct Program Manager to give you on the Website and/or by notification by email, SMS or post (using the latest contact details that you have provided to us).

20.2. If you do not agree with the changes to the Agreement, you may at any time within the 2-month notice period terminate your Agreement in accordance with our cancellation policy (see clause 10) and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to this Agreement unless you notify us of any objection before the proposed date of the change.

20.3. If any part of this Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

21. Language

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

22. Governing Law

22.1. This Agreement is governed by Gibraltar law.

23. Jurisdiction

23.1. You agree to the non-exclusive jurisdiction of the courts of Gibraltar.

24. Miscellaneous

24.1. Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

24.2. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. We will, however, safeguard your funds so that they are protected in accordance with applicable law if we become insolvent.

24.3. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

24.4. You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

PRIMARY CARDHOLDER FEE SCHEDULE

Cardholder Fees:	USD	Euro
ATM Withdrawal Fee for any ATM--2 free per month (1)	2.50	2.00
ATM Transaction Decline (1)	1.50	1.35
ATM Balance Inquiry (1)	1.50	1.35
Online Balance Inquiry	No Fee	No Fee
Point of Sale Purchases	No Fee	No Fee
Point of Sale Declines	0.50	0.40
Bank Teller Withdrawals	7.50	7.00
Monthly Inactivity Fee upon expiration (if card reissue not requested)	5.00	4.50
Standard card replacement	10.00	9.00
Expedited card replacement	25.00	22.50

Check Issuance Fee ⁽²⁾	10.00	10.00
Card to Card Transfer (charged to sender; per transfer)	No Fee	No Fee
Online Statement	No Fee	No Fee
Paper statements (per month requested)	5.00	4.75
Foreign Exchange Fee	3%	3%
Live Agent Fee (per call - no cost for lost/stolen card reporting)	2.00	1.75

¹ You may be charged a fee by the ATM operator even if you do not complete a withdrawal and even if it is your first withdrawal of the month or if you make a balance inquiry. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by the Issuer or Program Manager. The ATM fee amount will be charged to your Card.

² The Check Issuance Fee applies when a crewmember contacts customer service and requests to close his/her Card and be issued a check for the remaining balance.

CARD LIMITS – PRIMARY CARD

	EUR	USD
Maximum Card Balance	99,999	99,999
Maximum daily ATM withdrawal (per 24 hours)	2,510	2,510
Maximum daily POS transactions (per 24 hours)	2,500	2,500
Maximum Card to Card Transfer (per 24 hours)	500	500
Maximum number of ATM withdrawals (per day)	10	10
Maximum number of POS transactions (per day)	10	10

COMPANION CARDHOLDER FEE SCHEDULE

Cardholder Fees – Companion Cards:	USD	Euro
ATM Withdrawal Fee for any ATM ⁽¹⁾	2.50	2.00
ATM Transaction Decline ⁽¹⁾	1.50	1.35
ATM Balance Inquiry ⁽¹⁾	1.50	1.35
Online Balance Inquiry	No Fee	No Fee
Point of Sale Purchases	No Fee	No Fee
Point of Sale Declines	0.50	0.40
Bank Teller Withdrawals	7.50	7.00
Monthly Inactivity Fee upon expiration (if card reissue not requested)	5.00	4.50
Standard card replacement	10.00	9.00
Expedited card replacement	25.00	22.50

Companion Card	No Fee	No Fee
Check Issuance Fee ⁽²⁾	10.00	9.00
Card to Card Transfer (charged to sender; per transfer)	No Fee	No Fee
Online Statement	No Fee	No Fee
Paper statements (per month requested)	5.00	4.75
Foreign Exchange Fee	3%	3%
Live Agent Fee (per call - no cost for lost/stolen card reporting)	2.00	1.75

¹ You may be charged a fee by the ATM operator even if you do not complete a withdrawal and even if it is your first withdrawal of the month or if you make a balance inquiry. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by the Issuer or Program Manager. The ATM fee amount will be charged to your Card.

² The Check Issuance Fee applies when a crewmember contacts customer service and requests to close his/her Card and be issued a check for the remaining balance.

CARD LIMITS – COMPANION CARD

	EUR	USD
Maximum Card Balance	50,000	50,000
Maximum daily ATM withdrawal (per 24 hours)	2,510	2,510
Maximum daily POS transactions (per 24 hours)	2,500	2,500
Maximum Card to Card Transfer (per 24 hours)	500	500
Maximum number of ATM withdrawals (per day)	10	10
Maximum number of POS transactions (per day)	10	10