

**IMPORTANT INFORMATION:** You, the Cardholder, must read these Terms and Conditions carefully. By using the Payment Services you, the Cardholder, will be deemed to have accepted these Terms and Conditions. If you do not accept these Terms and Conditions, you should not use your Cards or activate your Account.

Your PayFEX card is issued by Wirecard Solutions Limited pursuant to a licence by MasterCard International Incorporated.

## 1. Definitions & Interpretation

- 1.1 **Account** – a non-deposit, non-interest bearing prepaid electronic account associated with a card and maintained for the sole purpose of enabling transactions.
- 1.2 **Account Information Service Provider** (“AISP”) – an institution which provides online service of consolidated information on payment accounts held by a payment service user with payment service providers.
- 1.3 **AFEX** – Associated Foreign Exchange Limited, a private limited company registered in England and Wales with registered number 4848033 whose registered office is at 4<sup>th</sup> Floor, 40 Strand, London, WC2N 5RW United Kingdom or any affiliate or subsidiary of AFEX further to section 1162 of the Companies Act 2006.
- 1.4 **Wirecard** – Wirecard Card Solutions Limited. Wirecard Card Solutions Limited is authorised by the Financial Conduct Authority to conduct electronic money service activities under the Electronic Money Regulations 2011 (Ref: 900051). Wirecard Card Solutions Limited is registered in England and Wales with registration number 07875693 whose registered offices are Third Floor Grainger Chambers, 3-5 Hood Street, Newcastle-upon-Tyne NE1 6JQ.
- 1.5 **PCS** – Payment Card Solutions is a prepaid Program Manager. A private limited company registered in England and Wales with registration number 05941947 whose registered office is at 3a The Plough Brewery, 516 Wandsworth Road, London SW8 3JX.
- 1.6 **ATM** – automatic teller machine or cashpoint facility or cash dispenser.
- 1.7 **Available Balance** – the value of the unspent funds loaded onto the Card available to use.
- 1.8 **Business Day** – Monday to Friday, 09:00hrs to 18:00hrs GMT, excluding bank and public holidays in the United Kingdom.
- 1.9 **Cardholder** – the employee who has received the Card and is authorised to use the Card as provided under these Terms and Conditions.
- 1.10 **Card(s)** – PayFEX Prepaid Corporate Payroll Card.
- 1.11 **Card Scheme** – MasterCard.
- 1.12 **Customer** – company who has applied for a Prepaid Corporate Payroll Card and has been issued at least one Card by AFEX.
- 1.13 **Customer Services** – website or helpline operated by both AFEX and PCS which deals with queries and requests from the Cardholder in relation to the activation and use of the Card under these Terms and Conditions.
- 1.14 **EEA** – The European Economic Area includes all the member states of the European Union, Iceland, Norway and Liechtenstein.
- 1.15 **E-Money** – electronic money as defined under section 2 (1) of the Electronic Money Regulations 2011.
- 1.16 **Expiry Date** – the expiry date printed on the Card.
- 1.17 **Fees & Limit Schedule** – a variety of charges that can be raised for purchase and ongoing use of the Card and which can be found on the PayFEX website with your cardholder login page.
- 1.18 **Fee** – any fee payable by the Cardholder, as referenced in the Fees and Limits Schedule.
- 1.19 **Merchant** – a retailer or any other person that accepts e-money.
- 1.20 **Payment Initiation Service Provider** (“PISP”) - a party which initiates a payment order requested by you, in relation to your account held at a Payment Service Provider.
- 1.21 **Payment Services** – means all payment and e-money services and any related services available to the Cardholder through the use of the Account and / or Card.
- 1.22 **Payment Services Directive 2** – (“PSD2”) EU Directive 2015/2366 relating to payment services as amended or replaced from time to time and transposed into law as the Payment Services Regulations 2017.
- 1.23 **Transaction** – realising or attempting to make:
  - a) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of the Payment Services, including where payment is made over the internet, by phone or mail order; or
  - b) a withdrawal made from an ATM or bank using the Cardholder Card plus any transaction fees charged by AFEX, MasterCard or any third party in connection with Cardholder cash withdrawal.
- 1.24 **Supplier** – a retailer, Merchant or other supplier of goods and / or services which accepts payment by means of a card and PIN.
- 1.25 **Username and Password** – a set of personal codes selected by the Customer to access their Payment Services.
- 1.26 **Year** – 12 month period following the date when the Card is issued to the Cardholder and each subsequent 12

month period.

- 1.27 A reference to **this** agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied, superseded or novated (in each case, other than in breach of the provisions of this agreement or the provisions of the agreement or document in question, as appropriate) from time to time. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.28 A reference to **writing** or **written** includes faxes but no other electronic form unless otherwise expressly provided in this agreement.
- 1.29 Any words following the terms **including, include, in particular** or **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.30 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.31 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.32 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.33 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. Scope of the Agreement**

- 2.1 The Card is an e-money prepaid card. This is not a credit, charge or debit card.
- 2.2 The Cards are issued by Wirecard. The Payment Services are provided by PCS.
- 2.3 Details of the AFEX authorisation licence can be found on the public register at <https://register.fca.org.uk>. AFEX are regulated by the Financial Conduct Authority.
- 2.4 Wirecard is licensed as a principal member with the Card Scheme. The Card Scheme is a registered trademark of MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.
- 2.5 These Terms and Conditions govern the relationship between AFEX and the Cardholder for the provision of the Payment Services. The Cardholder rights and obligations relating to the use of the Card(s) are subject to this agreement and the Cardholder has no rights against MasterCard or its respective affiliates.
- 2.6 By activating the Card, the Cardholder shall be deemed to have accepted and fully understood the Terms and Conditions.
- 2.7 The Cardholder is responsible for providing accurate personal information and to update AFEX of any changes to the personal information. The Customer shall update any changes to personal information by contacting Customer Services.
- 2.8 The Cardholder shall sign and activate the Card immediately.

## **3. Service Limits**

- 3.1 Transactions may be restricted by Card type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons, AFEX reserves the rights to change particular payment restrictions (including from those published or included herein) without notice.
- 3.2 Reference to a currency (e.g. Euro or Sterling) shall mean that amount or the local currency equivalent in which the Cardholder Card is denominated.
- 3.3 The Available Balance on the Cardholder's Card and / or the Account will not earn any interest.
- 3.4 The Cardholder must therefore ensure that the Card has sufficient Available Balance to pay for each purchase, payment or cash withdrawal that the Cardholder makes using the Payment Services (including value added tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed and the Transaction amount exceeds the Available Balance, the Cardholder must repay the amount of such excess immediately and AFEX shall be entitled to stop any existing or subsequent Transactions from proceeding. If there are insufficient funds during ATM cash withdrawal, a fee will be applied. Refer to the Fees & Limits Schedule.

## **4. Loading the Card**

- 4.1 Funds shall only be loaded to the Card by the Customer. Funds cannot be loaded by the Cardholder or accepted from any other source than the Customer.
- 4.2 AFEX reserves the right to refuse to accept any particular loading transaction.

- 4.3 Once AFEX has received a payment request from the Customer, funds will be available for use no later than 1 business day.
- 4.4 The funds once loaded remain the property of the Cardholder.

## 5. Use of the Card

- 5.1 The Cardholder warrants that they are aware that:
  - 5.1.1 The Card is provided to the Cardholder for Corporate Payroll use only;
  - 5.1.2 The card will be provided in a stated currency;
  - 5.1.3 The Card is a prepaid product which can be used to pay for goods and services at Merchants that display the Card Scheme symbol or acceptance mark. To use the Card, present the Card at the time of payment. Using the Card in part payment of a purchase will require the Cardholder to pay the outstanding amount of the purchase by an alternative means;
  - 5.1.4 The Cardholder must not make purchases that exceed the balance of funds available on the Card. The Available Balance will be reduced by the amount of each purchase the Cardholder makes. If any purchase takes the Cardholder over the Available Balance the Transaction will be declined;
  - 5.1.5 The Cardholder can use the Card to make purchases in-store. Certain Merchants, on registration or at the checkout stage, will send a request for payment authorisation to verify if funds are available. This will temporarily impact the Available Balance;
  - 5.1.6 Once a payment has been authorised it cannot be changed or cancelled. Transactions will be treated as genuine if the Card is used using the security code or features;
  - 5.1.7 There is no cash back facility on the Cards;
  - 5.1.8 The Card can be used to make cash withdrawals from ATMs and banks who agree to provide this service, as listed in the Fees & Limits Schedule, subject to any maximum set by the relevant ATM operator or bank, unless we inform you otherwise. If there is insufficient Available Balance for ATM withdrawal, a fee will be applied as set out in the Fees & Limits Schedule;
  - 5.1.9 Transfer of payments to the Suppliers within the EEA will usually occur within one Business Day and payments outside the EEA will be effected as soon as possible, including payments in non-EEA currencies to Suppliers within the EEA, while all transfers are equally covered by these Terms and Conditions;
  - 5.1.10 In order to prevent fraud, Merchants and ATM operators will seek electronic authorisation before processing any Transaction. If a Merchant or ATM operator is unable to get an electronic authorisation, they may not be able to authorise the Cardholder Transaction;
- 5.2 AFEX in its sole discretion may refuse use of the Payment Services where it could breach these Terms and Conditions or if AFEX has reasonable grounds for suspecting that the Cardholder or a third party has committed or is planning to commit fraud or any other illegal or un-permitted use of the Payment Services.
- 5.3 Where the Cardholder does not know the exact amount of the payment transaction at the time of authorising it, AFEX will not block funds unless the Cardholder authorises the exact amount to be blocked. AFEX shall release any blocked funds without undue delay as soon as is being made aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.
- 5.4 AFEX may refuse a Transaction or suspend or withdraw use of a Card if:
  - a) The relevant phone or computer link is busy;
  - b) A Transaction might take the Cardholder over the Available Balance on the Card;
  - c) A Transaction might take the Cardholder over any of the Card limits;
  - d) AFEX in its sole discretion believes that it is needed to keep to the rules of the Payment Services under which the Card is issued;
  - e) AFEX in its sole discretion believes that it is necessary to do so to comply with any law or as a matter of good practice;
  - f) The Customer has provided rules of use for the Card which prohibit such a Transaction.
- 5.5 The Cardholder must not allow or permit use of the Card for:
  - a) Pre-authorised regular payments;
  - b) Transactions for cash (other than ATM withdrawal and in some cases order for cash including for example cash back, money orders, travellers cheques, foreign exchange or bureau de change);
  - c) Any illegal purposes;
  - d) Where it is not possible for the supplier to obtain online authorisation that the Cardholder has sufficient Available Balance for the Transaction e.g. Transactions on ships and some in-flight purchases;
  - e) Identification purposes.
- 5.6 The Payment Services will incur fees based upon the Fees & Limits Schedule. A cash withdrawal fee is payable in respect of cash withdrawals made at ATMs using the Card. In addition, any withdrawal may also be subject to any applicable fees, rules and regulations of the relevant ATM operator or bank. It is the Cardholder responsibility to check whether any such additional fees apply, as the Cardholder cannot be refunded once the cash has been

withdrawn.

- 5.7 The use or access the Payment Services may occasionally be interrupted and AFEX cannot be held liable for any such interruptions.

## **6. Condition of use of certain Merchants**

- 6.1 Some Merchants may require the Card to have an Available Balance in excess of the Transaction amount. For example, at restaurants the Card may be required to have 15% more on the Card than the value of the bill to allow for any gratuity or service charge added by the restaurant or the Cardholder.
- 6.2 In some circumstances Merchants may require verification that the Card Available Balance will cover the Transaction amount and initiate a hold on the Card Available Balance in that amount, examples include rental cars, fuelling stations. In the event a Merchant places a pre-authorisation for a pre-determined amount in the relevant currency, if the Cardholder does not use the whole pre-authorisation or does not have Available Balance to obtain a pre-authorisation, it is possible that the pre-authorisation amount will be held for up to 30 days before becoming available to the Cardholder again.
- 6.3 Some Merchants may not accept payment using the Payment Services. AFEX accept no liability if a Merchant refuses to accept payment using the Card Payment Services.

## **7. Access by Third Party**

- 7.1 The Cardholder may consent to allow regulated third party providers (PISPs or AISPs) to access their account online to make payments or obtain information about balances or transactions on their card and/or account.
- 7.2 Any consent the Cardholder gives to a third-party provider is an agreement between them and a provider. AFEX will have no liability for any loss whatsoever, as a result of any such agreement.
- 7.3 The Cardholder may consider:
- 7.3.1 If the PISPs and/or AISPs is appropriately registered and authorised in accordance with PSD2;
- 7.3.2 The level of access being consented to, how it will be used and who it may be passed on to;
- 7.3.3 Any rights to withdraw the consent of access from the third party and the process in place to remove access.
- 7.4 To the extent permitted by law or regulation and subject to any right to refund the Cardholder may have under this Agreement, between the Cardholder and AFEX, AFEX is not responsible for any actions that the relevant third party takes in relation to suspending or terminating your use of their service or for any resulting losses. AFEX is also not responsible for, or a party to, any agreement that the Cardholder enters into with any relevant third party. The Cardholder must comply with such agreement or other applicable policies and confirms that this Agreement will continue to apply including any services and AFEX fees as stated.
- 7.5 Where appropriate, AFEX may deny access to the Cardholder's account, for any third party where AFEX considers it to be a risk of money laundering or terrorism financing, fraud or other criminal activity. Should AFEX need to take these actions and where possible, AFEX will give reasons for doing so unless restricted by law or for internal security reasons.

## **8. Managing & Protecting your Account**

- 8.1 The Cardholder is responsible for the Card and the Cardholder must ensure that the Account, PIN, Username and Password are kept safe and separate from the Card or any record of the Card number and do not disclose the Account, PIN, Username and Password to any third parties. This includes:
- a) Memorising the PIN as soon as received and destroying the post mail or other authorised communication used to transmit the PIN to the Cardholder;
- b) Keeping the PIN secret at all times, including not using the PIN if anyone else is watching;
- c) Not disclosing the PIN to any third person.
- 8.2 If the Card is lost or stolen or the Cardholder thinks someone is using the Payment Services without the permission or the Card is damaged or malfunctions:
- a) The Cardholder must ensure that Customer Services is contacted as soon as possible;
- b) The Account will be closed and a new Card issued with an amount equivalent to the Cardholder's last Available Balance.
- 8.3 Once Customer Services have been notified of any loss or theft, Customer Service will suspend the Payment Services as soon as possible to limit any further losses.
- 8.4 The Cardholder will be liable up to a maximum of the first £35 of any loss arising from any unauthorised Transactions that take place prior to Customer Services being notified. If the Cardholder is due a refund for an unauthorised transaction, AFEX will make sure the Cardholder receives this no later than the end of the next business day. If investigations show that any disputed Transaction was authorised by the Cardholder, or the Cardholder has acted fraudulently or negligently, AFEX may reverse any refund made and the Cardholder will be liable for any loss AFEX suffers because of the use of the Card. AFEX may also charge the Cardholder the investigation fee specified in the Fee & Limit Schedule. The £35 liability limit is applicable to each instance of loss, theft or misappropriation and not each transaction.
- 8.5 The Cardholder shall fully assist AFEX / PCS / Wirecard, regulatory authorities and the police if the Card is lost, stolen or if it is suspected that the Payment Services are being misused.
- 8.6 If the PIN is forgotten the Cardholder must access the online account to retrieve the PIN.
- 8.7 AFEX may in their sole discretion stop, suspend or restrict the Cardholder Card if there are any concerns relating to:

- a) The security of the Cards, Card number or PIN;
  - b) The suspected unauthorised or fraudulent use of the Cards or PIN.
- 8.8 Customer Services will, if possible, inform the Cardholder before stopping, suspending or restricting the Card. If Customer Services are unable to do so then Customer Services will inform the Cardholder immediately afterwards. The requirement to inform the Cardholder does not apply where it would compromise reasonable security measures or it would be unlawful to do so.
- 8.9 The Cardholder will need the username and password to perform the following functions in relation to the Payment Services:
- a) Changing registered details;
  - b) Checking the amount of the Available Balance;
  - c) Checking Transaction details;
  - d) Reporting the Card lost or stolen;
  - e) Changing the Username or Password
- 8.10 The Cardholder must not give the Card to any other person or allow any other person to use the Payment Services and must ensure that the Card is kept in a safe place at all times.
- 8.11 Failure to comply with these requirements may affect the Cardholder's ability to claim any loss in the event that it is shown that the Cardholder failed to keep the information safe, acted fraudulently or with negligence. In all other circumstances the maximum liability shall be set out at clause 12.
- 8.12 If the Cardholder reasonably believes that any third person knows the Cardholder Account or Card security details, the Cardholder must contact Customer Services immediately.
- 8.13 Once any Card on the Account expires or if it is found after being reported as lost or stolen, the Cardholder agrees to destroy the Card by cutting it in two through the magnetic strip and secure chip.

## **9. Expiry and Redemption**

- 9.1 The Card has an Expiry Date printed on it. The funds on the Account will no longer be usable following the Expiry Date of the most recent Card issued under the Account.
- 9.2 The Payment Services and this agreement shall terminate on the Expiry Date unless a replacement Card is requested prior to the Expiry Date. AFEX will contact the Customer 3 months before the Expiry Date asking whether they wish the Card to be renewed.
- 9.3 Only the Cardholder can redeem all or part of the Card Available Balance by contacting Customer Services by telephone or email until the date is 6 years after the Expiry Date shown on the Card. AFEX will refund any Available Balance remaining on the card to the Cardholder.
- 9.4 The Cardholder may redeem any Card Available Balance providing:
- (a) AFEX believes the Cardholder has not acted fraudulently; and
  - (b) AFEX is not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.
- 9.5 A fee of £25 will be charged to cover redemption costs on each occasion the Cardholder redeems funds, or if the redemption is all or part of the Available Balance at the following times:
- a) Where redemption is requested before termination of the contract;
  - b) Where the Cardholder terminates the agreement before any agreed termination date; or
  - c) Where redemption is requested more than one year after the date of the termination of the contract.
- 9.6 If the Available Balance is equal to or less than the amount the Cardholder wants to redeem in the circumstances listed in Clause 8.4, the fee will equal the Available Balance which will be reduced to zero.
- 9.7 A fee will not be charged for redemption if:
- a) AFEX terminates this agreement; or
  - b) If the request for redemption is at termination of the contract or up to one year after that date.
- 9.8 AFEX have the absolute right to set-off, transfer, or apply sums held in the Account towards satisfaction of all or any liabilities, fees or losses owed to AFEX that have not been paid or satisfied when due.
- 9.9 AFEX procedures may require various checks reasonably required to prevent fraudulent use of the Cards before redemption requests can be processed.
- 9.10 If it is subsequently found that any additional withdrawals, fees or charges have been incurred on the Card following processing of redemption, an itemised bill will be sent to the Cardholder for immediate payment. If payment is not made AFEX reserves the right to take all steps to recover any monies outstanding.

## **10. Cancelling rights**

- 10.1 The Card can be cancelled by the Cardholder within 14 calendar days of the date of the confirmation of application being approved. To cancel a Card the Cardholder must email or telephone Customer Services direct. The Cardholder will not be charged for cancelling a Card during this period.

## **11. Termination or suspension**

- 11.1 AFEX may terminate this agreement at any time:
- 11.1.1 If 2 months' notice is given and the Available Balance is refunded to the Cardholder;
  - 11.1.2 With immediate effect if the Cardholder has breached the agreement, or if AFEX has reason to believe that the Card or Account has been used or the Cardholder intends to use either in a negligent or fraudulent manner, or for some other unlawful purpose, or if transactions can no longer be processed due to the actions of a third party.
- 11.2 Cardholder's use of the Payment Services will be terminated following the Expiry Date in accordance with Clause 8.
- 11.3 AFEX may terminate or suspend, for such period as may reasonably be required, the Cardholder's use of the Payment Services at any time, without prior notice:
- a) In the event of any fault or failure in the data information processing system;
  - b) If AFEX suspect that the Cardholder or Customer have provided false or misleading information;
  - c) By order or recommendation of the police or any relevant governmental or regulatory authority;
  - d) If a transaction has been declined because of a lack of Available Balance;
  - e) If any transactions have been found to have been made or charges or fees incurred using the Card after any action has been taken by AFEX under clause 10.3, the Cardholder must immediately repay such amount to AFEX.
- 11.4 In the event that AFEX suspends or terminates a Card, all reasonable steps where practicable will be taken to notify the Cardholder in advance, but where not possible the Cardholder and Customer will be notified immediately afterwards.
- 11.5 Only the Cardholder can terminate this agreement at any time by contacting Customer Services.

## **12. Fees & Foreign Exchange**

- 12.1 The Payment Services will incur fees and charges as set out in the Fees & Limits Schedule for which the Cardholder is responsible.
- 12.2 The Card can be used for Transactions which are not in the currency of the Card although a fee will be applied for doing so. These fees and charges are set out in the Fees & Limits Schedule.
- 12.3 AFEX will deduct any value added tax and other taxes and charges and fees due to AFEX from the Available Balance. If there is no Available Balance, or other charges incurred exceed the Available Balance and the Transaction is authorised the Cardholder must pay AFEX the excess immediately, notwithstanding Clause 12.
- 12.4 If Payment Services in a currency other than the currency in which the Payment Services are denominated, the amount deducted from the Card Available Balance will be the amount of the transaction converted to the Card Account currency using a rate as set out in the Fees & Limit Schedule on the date the Transaction is processed.
- 12.5 Exchange rates may change and the exchange rate which applies on the date the Transaction is made may not be the same as the exchange rate AFEX use on the date that AFEX convert the Transaction charge and deduct the service charge from the Card Available Balance. The exchange rate applied will include the service charge. The Card online statement will show the exchange rate and service charge. The Cardholder can choose to receive monthly statement via email.

## **13. Liability**

- 13.1 AFEX's liability in connection with this agreement (whether arising in contract, tort, breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:
- 13.1.1 AFEX shall not be liable for any fault or failure beyond reasonable control of AFEX, relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing Schemes or failure of network services at ATMs and maximum withdrawal limits set by ATM operators;
- 13.1.2 AFEX shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses or damage;
- 13.1.3 Where the Cardholder Card is faulty due to AFEX's default, our liability shall be limited to replacement of the Card or, at our choice, repayment to the Cardholder of the Available Balance;
- 13.1.4 Where sums are incorrectly deducted from your Available Balance due to AFEX / PCS fault, our liability shall be limited to payment to the Cardholder of an equivalent amount if that is reported no later than 13 months from the payment being made;
- 13.1.5 In all other circumstance of AFEX / PCS default, AFEX liability will be limited to repayment of the amount of the Available Balance to the Cardholder;
- 13.1.6 No liability for goods or services that are purchased with the Card;
- 13.1.7 Where the Cardholder makes a Transaction online with the wrong details or notifies AFEX about an incorrect Transaction more than 13 months after it was made, AFEX is not liable to the Cardholder for any sum, but may trace the Transaction for the Cardholder. AFEX may charge the Cardholder a reasonable fee to cover our costs in doing this.
- 13.1.8 If a Merchant refuses to accept a Transaction or fails to cancel an authorisation or pre-authorisation;
- 13.1.9 For any loss, fraud or theft that is reported more than 8 weeks after the event;
- 13.1.10 If the Cardholder is unable to use the Payment Services for any other reason.

- 13.2 Nothing in this agreement shall exclude or limit either party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.
- 13.3 To the extent permitted by law, all conditions and warranties implied by law, statute or otherwise are expressly excluded.
- 13.4 AFEX shall not be liable for, or be considered in breach of the agreement on account of, any delay or failure to perform as required by this agreement as a result of any causes or conditions which are beyond such AFEX's reasonable control and which AFEX is unable to overcome by the exercise of reasonable diligence.

#### **14. Refunds for Transactions**

- 14.1 A Transaction shall be considered to be unauthorised if the Cardholder have not given consent for the Transaction to be made. If the Cardholder believes that a Transaction has been made without consent then Customer Services should be contacted immediately.
- 14.2 A claim for refund of an unauthorised Transaction must be made within 8 weeks from the date on which the funds were deducted from the Available Balance. Within 10 Business Days of receiving the claim for a refund AFEX will refund the full amount of the Transaction or provide the Cardholder with justification for refusing the refund.
- 14.3 If the Cardholder is not satisfied with the justification provided for refusing the refund or with the outcome of the claim the Cardholder may submit a complaint to AFEX or contact the complaints authority.
- 14.4 AFEX may charge fees in connection with any services and facilities that the Cardholder has made use of or requested based on our Fee & Limit Schedule.
- 14.5 AFEX may charge the Cardholder an administration fee in the following circumstances:
- a) In the event of a request for arbitration of a disputed Transaction;
  - b) To cover AFEX costs and expenses in providing manual support on the Card Account (e.g. a request for legal, police, court or other judicial support).

#### **15. Customer Liability**

- 15.1 The Cardholder agrees to indemnify and hold AFEX and their distributors, partners, agents, sponsors and service providers and their group companies harmless from and against the costs of any legal action taken to enforce this agreement and / or any breach of this agreement or fraudulent use of the Cards or PIN by or authorised by the Cardholder.

#### **16. Payment Disputes**

- 16.1 All concerns regarding unauthorised Transactions should be referred to the Customer Service Team who will aim to respond to the complaint within five business days.
- 16.2 If AFEX are unable to respond to the complaint immediately a confirmation will be sent that the complaint has been received and a formal investigation will be conducted. You will receive a formal response of the findings within fifteen business days and in exceptional circumstances, within 35 business days (and AFEX will let you know if this is the case).
- 16.3 If having received a response from Customer Service, the Cardholder is dissatisfied with the outcome, the Cardholder can contact the Complaints Department of AFEX in writing via email on [complaint.uk@afex.com](mailto:complaint.uk@afex.com). If AFEX is unable to resolve the complaint and the Cardholder wishes to escalate further, the Cardholder can contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Details of the service offered by the Financial Ombudsman Service are available at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).
- 16.4 All relevant information, including copies of receipts, must be provided to AFEX to enable them to complete investigation. Any delay in notifying AFEX of the concern makes it more difficult to obtain evidence as to the validity of the transaction and therefore may incur further time in investigating.
- 16.5 AFEX may require the Cardholder to liaise with appropriate authorities with respect to the disputed Transaction.

#### **17. Personal data**

- 17.1 AFEX will collect and retain personal information about the Cardholder so that we can operate the Account and Card and deal with any inquiries that you may have.
- 17.2 AFEX are committed to keeping your personal data secure. AFEX will not pass information we hold about the Cardholder to any third party other than:
- a) A fraud prevention and similar agencies and other organisations who may use the information to prevent fraud, money laundering and terrorist financing;
  - b) To AFEX partners, suppliers, agents, distributors or service providers that process data on AFEX behalf;
  - c) In connection with the Card and in respect of replacement Cards and to enable the review, development and improve of products and services;
  - d) In connection with an erroneous payment made to the Cardholder from a payment service provider in the EEA, AFEX may share the Cardholder's personal information with the paying payment service provider in order to assist with tracing money which is sent to the wrong person;

- e) To person acting as agents (and partners who sell AFEX Cards) under a strict code of confidentiality;
  - f) To anyone to whom we transfer or may transfer AFEX rights and duties under the Terms and Conditions;
  - g) As required by law or regulation; and
  - h) For such purposes that the Cardholder have given consent to do so.
- 17.3 As part of checks to prevent fraud, money laundering and terrorist financing AFEX may share personal information provided by the Cardholder with its partners, suppliers, agents, distributors or service providers or with credit reference or fraud prevention agencies.
- 17.4 If AFEX transfers Cardholder information to a third party in a country outside of the European Economic Area, AFEX will ensure that the third party agrees to apply the same levels of protection that are legally obliged to be in place when AFEX process personal data.
- 17.5 If the Customer applies for the Card and opts in for the Cardholder to receive marketing information via email / mobile phone, AFEX and third parties, with whom we share your personal data, may from time to time contact the Cardholder about products or services that may be of interest to you. If you no longer wish to receive such communications please contact Customer Services: [customerservice.payfex@afex.com](mailto:customerservice.payfex@afex.com).
- 17.6 If AFEX suspects that false or inaccurate information has been supplied, AFEX may record and report suspicion together with any other relevant information. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering and financing of terrorism.
- 17.7 The Cardholder may at any time contact AFEX to request them to stop such use or further disclosure to other companies for such use.
- 17.8 The Cardholder has the right to inspect the personal data AFEX hold. The Cardholder should contact Customer Services in this regard.

## **18. Variation**

- 18.1 AFEX may update or amend these Terms and Conditions (including the Fees & Limits Schedule). Notice of any changes will be given on the website or by notification by e-mail or by means of mobile device at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2 month notice period the Cardholder acknowledges that in this way you indicate your acceptance to be bound by the updated or amended Terms and Conditions. If the Cardholder does not wish to be bound by them, the Cardholder should stop using the Payment Services immediately in accordance with our cancellation policy. The Cardholder can redeem the total balance at that time without charge.

## **19. Funds Protection**

- 19.1 The Payment Services, Card and Account are payment products and not deposit, credit or banking products, as such they are not covered by the Financial Services Compensation Scheme.
- 19.2 In the event that Wirecard Card Solutions Ltd becomes insolvent, the Cardholder e-money funds are safeguarded.

## **20. General**

- 20.1 Any delay or failure to exercise any right of remedy and / or benefits under this agreement by AFEX shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 20.2 If any provision of this agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 20.3 The Cardholder may not assign or transfer any of their rights and / or benefits under this agreement and the Cardholder shall be the sole party to the contract with AFEX. The Cardholder will remain liable until all Cards issued to the Cardholder are cancelled or have expired and all sums due under this agreement have been paid in full. AFEX may assign their rights and / or benefits at any time without prior written notice to the Cardholder. AFEX may subcontract any of their obligations under this agreement.
- 20.4 No third party who is not a party to this agreement has a right to enforce any of the provisions of the agreement, save that PCS, Wirecard and MasterCard and its affiliates may enforce any provision of this agreement.
- 20.5 This agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 available at <http://www.legislation.gov.uk/uksi/2017/752/contents/made>.

## **21. Jurisdiction and Law**

- 21.1 To the fullest extent permitted by law and without affecting Cardholder legal rights as a consumer, this agreement and any dispute or claim arising out of or in connection with it or its subject matter or information (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in relation to the same.

## **22. Contact details**

- 22.1 To manage your Card visit [www.payfexcard.afex.com](http://www.payfexcard.afex.com).

- 22.2 To report your Card lost or stolen email [customerservice.payfex@afex.com](mailto:customerservice.payfex@afex.com).
- 22.3 The cardholder can contact Customer Services to notify any problems experienced using the Card or Account in Europe +44 203 137 0232, Americas +1 646 844 5561 between the hours of 8.30 am and 5.30 pm UK time, Monday to Friday, excluding public holidays and weekends or by email [customerservice.payfex@afex.com](mailto:customerservice.payfex@afex.com).
- 22.4 In emergency AFEX may contact the Cardholder if we suspect or find fraudulent activity has occurred on the account (provided AFEX is not prohibited from doing so by law) or if AFEX suffers security threat. AFEX may send the Cardholder a text message instead of calling or emailing. AFEX will also provide the Cardholder with information on how to minimise any risk to your Cards, depending on the nature of the security threat.