

Terms and conditions

Please read this Agreement carefully before you use your Card. This information forms the terms and conditions of your Compliments Card in association with MasterCard®. By using your Card you accept the terms and conditions of this Agreement. If there is anything you don't understand or agree with, please contact Customer Services using the contact details in paragraph 18 of this Agreement.

1. DEFINITIONS

Account means the electronic account associated with your Card;

Agreement means this agreement as varied from time to time;

ATM means Automated Teller Machine;

Available Balance means the value of funds loaded onto your Card and available for use;

Card means any Card(s) issued to you under this Agreement;

Cardholder means the individual who has been deemed eligible by the Company to use the Card and is entering into this Agreement with us;

Card Carrier means the letter or document attached to your Card;

Card Number means the 16 digit card number on the front of your Card;

Company means the institution or operator that is participating in the Programme;

Contactless means a payment feature that provides Cardholders with a way to pay by tapping the Card on a POS terminal reader for Transactions of up to £20 (please note that some terminals may have different limits).

Customer Services means the contact centre for dealing with queries and requests for services in relation to your Card. Contact details for Customer Services can be found in paragraph 18;

e-money means the electronic money associated with your Card;

Full Deductible Amount means the full Transaction amount, including the Transaction itself along with any associated fees, charges and taxes;

Merchant means any affiliated retailer, person, firm or corporation participating in the Compliments Card Program. A list of Merchants can be found at www.complimentscard.co.uk;

My Account means the area on the Website that allows you to view your Available Balance and Transaction history in addition to other online Card services.

PIN means the personal identification number for use with the Card;

POS means Point of Sale;

Programme means the Compliments Card programme under which your Card has been issued to you;

Programme Manager means Edenred (UK Group) Ltd, a company registered in England and Wales with number 540144 whose registered office is at Honeycomb North, Honeycomb, Chester Business Park, Chester, CH4 9JL;

Transaction means any POS or online retail sale completed by using your Card;

We, us, our means PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883, Swindon, SN3 9EA. PrePay Technologies Limited is authorised and regulated by the Financial Conduct Authority to issue e-money and is registered with firm registration number (FRN) 900010;

Website means www.complimentscard.co.uk, which allows you to access your Card information, and contains a copy of these terms and conditions;

You, your means the individual deemed eligible by the Company for use of the Card.

2. THIS AGREEMENT

2.1 Your Card is an e-money prepaid card. This is not a credit, charge or debit card.

2.2 Your Card has been issued by us. This Card is an electronic money product. The electronic money associated with this Card is provided by us and we are regulated by the Financial Conduct Authority for the issuance of electronic money. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; if you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card is provided to the Programme Manager by us and will be denominated in Pounds Sterling. The Programme Manager will grant to you the right to use its e-money up to the value loaded on each Card. All legal rights (including legal title) associated with the e-money will remain with the Programme Manager and do not pass to you. The Card remains our property.

3. RECEIVING AND ACTIVATING YOUR CARD

3.1 When you receive your Card, you must sign it immediately.

3.2 Your Card cannot be used until it has been activated. You can activate your Card by calling Customer Services, and selecting the "Card Activation" option from the menu. During the activation process you will be asked to quote your Card Number and your activation code which you will receive separately in the post, by e-mail or via your Company. You may also be requested to provide some details to confirm your identity. If you have not received your activation code within 7 days of receiving your Card, please speak to our Company or call Customer Services.

3.3 During activation, you will be given a 4 digit PIN. You should never write down your PIN, reveal your PIN to anybody or enter your PIN in a way that enables it to be easily seen by others. We will not reveal your PIN to a third party. If you forget your PIN, you can obtain a reminder of it by calling Customer Services or on My Account.

3.4 You may be able to change your PIN at certain UK ATMs. If you decide to change your PIN, you must not select a PIN that can be easily guessed, such as, for example, a number that:

- 3.4.1 is easily associated with you, such as your telephone number or birth date;
- 3.4.2 is part of data imprinted on the Card;
- 3.4.3 consists of the same digits or a sequence of running digits; or
- 3.4.4 is identical to the previously selected PIN.

4. USING YOUR CARD

4.1 Your Card can only be used for Transactions at affiliated Merchants; the affiliated Merchants are listed on the Website. If you try to use your Card at any other store it will be declined.

4.2 You will need to authorise any Transaction so that we can check it is genuine. We will treat the Transaction as genuine if:

- 4.2.1 your PIN or other security code personal to you is used;
- 4.2.2 your Card is used and you authorise the Transaction by signature of the receipt; or
- 4.2.3 (where your Card has Contactless functionality) your Card is tapped against a Contactless enabled reader and accepted by such reader.

Please be aware that you may not usually stop a Transaction once it has been authorised as at that point it is deemed to be received by us.

4.3 Your Card is a prepaid Card, which means that the Card's Available Balance will be reduced by the Full Deductible Amount. In order for a Transaction to be authorised, the Full Deductible Amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the Full Deductible Amount exceeds the Available Balance. In such circumstances, you can ask the Merchant if they can proceed to a split payment, paying the excess amount by another means of payment and using your prepaid card to pay the balance. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay the Programme Manager the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from them. Should you not repay this amount within 14 days of receiving an invoice from the Programme Manager, the Programme Manager has the right to take all steps necessary, including legal action, to recover any monies outstanding.

4.4 Your Card cannot be used for single Transactions in excess of £5,000.

4.5 You can check your Available Balance at any time via the Website or by calling Customer Services.

4.6 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all Transactions you make. There are some circumstances where Merchants 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.

4.7 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.

4.8 You may not use your Card to withdraw cash at ATMs, to obtain traveller's cheques, to obtain cash back from any Merchant, to settle outstanding balances on credit cards, bank overdrafts or credit agreements, to pay for memberships or subscriptions by direct debit, or to make payments at self service petrol pumps.

4.9 The Available Balance on your Account will not earn any interest.

4.10 We may block the Card at anytime (in accordance with paragraph 14 of these terms and conditions). In the event that we do so then any Available Balance on your Card will not be available to you to use.

4.11 The affiliated Merchants will not accept damaged or altered Cards.

4.12 You may not sell or transfer your Card to a third person.

4.13 When you make purchases you will not receive cash for any remaining Available Balance on your Card.

5. TOPPING-UP YOUR CARD

5.1 You will not be able to load funds onto your Card yourself. Provided that you remain eligible in accordance with the requirements of the Company, then on receipt of the Programme Manager's instructions and our receipt of payment from the Programme Manager, e-money will be issued and the value of the e-money will be added to the Available Balance on your Card.

5.2 You acknowledge that the frequency with which your Available Balance is updated in accordance with 5.1 above is entirely dependent on the Programme Manager requesting the issue of e-money.

6. CARD & LOAD EXPIRY

6.1 The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card once it has expired.

6.2 No Transactions will be processed after your Card has expired.

6.3 We reserve the right not to issue you with a replacement Card and in any event we will not issue a replacement Card if we have been advised by the Programme Manager that you are no longer entitled to have a Card.

6.4 Any Available Balance remaining on your Card after the expiry date will not be refunded to you.

7. CARD USER LIABILITY AND AUTHORISATIONS

7.1 We may restrict or refuse to authorise any use of your Card if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

7.2 If we need to investigate a Transaction on the Card then you must cooperate with us, or any other authorised body if this is required.

7.3 You should never allow another person to use your Card;

7.4 You will be responsible for all Transactions which you authorise in accordance with paragraph 4.2.

7.5 You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce these terms and conditions and/or any culpable breach of these terms and conditions or fraudulent use of your Card or PIN by or authorised by you.

8. LOST, STOLEN OR DAMAGED CARDS

8.1 You should treat the e-money on your Card like cash in your wallet. If you lose your Card or it is stolen then any e-money on it may be lost in just the same way as if you lost your wallet.

8.2 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services or notify us via the Website. You will be asked to provide us with your Card Number and some identifying details. You will be liable for any unauthorised Transactions that take place prior to you notifying us and these will reduce the Available Balance. If there is a sufficient Available Balance remaining on your Card, we will replace your Card and transfer the Available Balance (as at the time of your notifying us in accordance with this clause) onto it.

9. TRANSACTIONS MADE IN FOREIGN CURRENCIES

9.1 If you make a Transaction in a currency other than Pounds Sterling (a Foreign Currency Transaction), the amount deducted from your Account will be converted to Pounds Sterling on the day we receive details of that Foreign Currency Transaction. We will use a rate set by MasterCard which will be available on each business day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For Transactions that take place within the EEA in an EEA currency, you can find out the MasterCard Exchange Rate by emailing Customer Services. We will charge a Foreign Transaction Fee on all Foreign Currency Transactions (please see paragraph 10).

10. FEES

10.1 Cards are subject to the following fees:

Foreign Transaction Fee	4% of Transaction value
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10.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

11. DISPUTES

11.1 If you have a reason to believe that a Transaction for which your Card was used is unauthorised or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. Please note, we may require you to liaise with appropriate authorities with respect to the disputed Transaction.

11.2 We will refund any unauthorised Transaction immediately, unless we have good reason to believe (based on the evidence available to us at the time you report the unauthorised Transaction) that you have been negligent in failing to comply with paragraphs 3.3 or 3.4 or that you have acted fraudulently.

11.3 In all cases the value of a disputed Transaction may later be deducted from your Account if we receive information that proves that the Transaction was genuine.

11.4 We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement and to report any fraudulent claims to the appropriate authorities.

11.5 Where you have agreed that another person in the European Economic Area can take a payment from your Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment) you can ask us to refund a payment, which we will refund to you within 10 Business Days of our receipt of your request, if all the following conditions are satisfied:

- 11.5.1 the authorisation you gave did not specify the exact amount to be paid;
- 11.5.2 the amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and

11.5.3 you make the refund request within eight weeks of the date when the payment was charged to your Account.

12. COMPLAINTS

12.1 Any complaints in connection with these terms and conditions should in the first instance be directed to the Company. Alternatively, you can call Customer Services.

12.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

12.3 The United Kingdom Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card.

13. VARIATION

13.1 We may change the terms and conditions of this Agreement by providing you two (2) months' notice by e-mail (provided you have supplied us with an up-to-date e-mail address) and will ensure the most recent version is always available on the Website. By continuing to use the Card after such changes have taken effect you are signifying your acceptance to be bound by the amended terms and conditions.

13.2 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.

14. TERMINATION OR SUSPENSION

14.1 If we are advised by the Programme Manager that you cease to be eligible to use the Card for any reason then the Card will be blocked immediately and the Available Balance will no longer be available for you to use.

14.2 We can terminate this Agreement or suspend your Card at any time:

- 14.2.1 by giving you two months' prior notice of termination; or
- 14.2.2 with immediate effect (and until your dispute has been resolved or the Agreement terminated) if you have breached this Agreement, or if you have used, or intend to use the Card in a negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.

14.3 If you would like to terminate your Card before it has expired you may do so by contacting the Programme Manager.

14.4 On termination any Available Balance shall no longer be available for you to use.

14.5 In any of the above cases of termination or where we are advised by the Programme Manager that you cease to be eligible to use the Card, any legal rights associated with the e-money and the Available Balance will remain with the Programme Manager and will not pass to you.

15. OUR LIABILITY

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

- 15.1.1 we shall not be liable for 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 any Merchant;
- 15.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- 15.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 15.1.4 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; and
- 15.1.5 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.
- 15.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 15.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 15.4 The above exclusions and limitations set out in this paragraph 15 shall apply to any liability of our affiliates such as the Card Issuer, the Programme Manager, MasterCard International Incorporated or its affiliates, or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

16. YOUR INFORMATION

16.1 We and the Programme Manager may hold personal information about you, and will do so in accordance with all applicable laws and regulations relating to the processing of Personal Data including but not limited to the Data Protection Act 1998 (UK) and the European Union Data Protection Directive 95/46/EC.

16.2 Unless required by law, we will not pass your personal information to anyone without your permission other than to the Programme Manager and its affiliates to process Transactions and for their statistical research and analytical purposes.

16.3 You have the right to inspect the personal information held about you. There is an inspection fee of £10 to cover our costs. For further information please contact the Programme Manager.

17. GENERAL AND APPLICABLE LAW

17.1 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.

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

17.3 You may not assign or transfer any of your rights and/or benefits under these terms and conditions. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under these terms and conditions have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

17.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of these terms and conditions, save that any person specified in paragraph 15.4 may enforce paragraph 15.

17.5 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England.

18. CONTACTING CUSTOMER SERVICES

18.1 If you need assistance, you can contact Customer Services and speak to a live agent by calling +44 (0)845 178 1165 between the hours of 9am to 5pm Monday to Friday excluding public holidays. An automated service is available to you 24/7 using the same number. Alternatively you can contact your Company.

18.2 Lost & stolen Card reporting is available 24/7 on the Customer Services number.

Edenred (UK Group) Ltd,
Honeycomb North, Honeycomb,
Chester Business Park,
Chester, CH4 9JL UK

enquiries@complimentscard.co.uk
www.complimentscard.co.uk
www.edenred.co.uk

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