

## **Important information you need to know**

The Quidity Plus Account Agreement

Please read this Agreement carefully before you activate your Card or use any of our services. This information forms the Agreement for your Quidity Plus Account including any associated Card and payment services that we may provide to you. By confirming that you accept the terms of this Agreement, or by activating your Card and/or using our services, you accept this Agreement. If there is anything you do not understand, please contact Customer Services using the contact details in paragraph 20 of this Agreement.

### **1. DEFINITIONS**

**Account** - The electronic account associated with your Card.

**Account Details** – Any details related to your Account, such as but not limited to, Sort Code and Account Number.

**Account Information Services** – An online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks.

**Account Information Services Provider** – A third party payment service provider which is authorised by its Regulator to provide Account Information Services with your or Account Manager’s explicit consent and under a separate agreement which you have signed with them.

**Account Limits** – Maximum limits you can have in relation to the Account with regard to the number of Accounts, such as Maximum Account Balance, and limits on transactions as referred in paragraph 2.

**Account Maximum Balance** – The maximum balance you can have on your Account as referred to in paragraph 2.

**Account Owner** – The person entering into this Agreement with us.

**Additional Cardholder** – Any additional cardholders issued with a Card linked to your Account.

**Agreement** - This agreement as varied from time to time.

**ATM** - Automated Teller Machine.

**Authorised Third Party Provider** – Includes Account Information Service Provider and/or Payment Initiation Service Provider.

**Available Balance** - The value of funds available on your Account to use.

**BACS Credit** – Means BACS Direct Credit. A service enabling organisations to make payments to an account which takes 3 Working Days for the funds to be cleared.

**Card** - Any Quidity Plus Prepaid Mastercard Card associated with your Account, including any additional Cards.

**Card Number** - The 16 digit number on the front of your Card.

**Cardholder** – An individual to whom a Card is issued to.

**Contactless** - A payment feature that provides Cardholder with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to £30 (as amended from time to time).

**Customer Services** - The contact centre for dealing with queries about your Account. Contact details for Customer Services can be found in paragraph 20.

**Direct Debit** – A service allowing a third party to collect pre-authorised funds from your Account electronically on agreed dates, for example to pay bills.

**EEA** - The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

**e-money** - The electronic money associated with your Account.

**Faster Payment** – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank within 2 hours provided that the receiving organisation or bank is part of Faster Payments Scheme.

**Full Account** – An Account which is not a Restricted Account.

**Full Deductible Amount** - The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

**Information** – Means any information related to the Account Owner, and any personal information related to any Cardholder that is not the Account Owner.

**Mastercard Acceptance Mark** - The Mastercard International Incorporated Brand Mark, indicating acceptance of the Card.

**Mastercard** - Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

**Merchant** - A retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark.

**Passcode** - Means the passcode you use to identify yourself and which is used for authorising any payments from the Account.

**Password** - Means the password you use to identify yourself.

**Payment Initiation Services** – An online service which accesses your Account to initiate the transfer of funds on your behalf.

**Payment Initiation Service Provider** – An third party payment service provider which is authorised by its Regulator to provide Payment Initiation Services with your or Account Manager’s explicit consent and under a separate agreement which you have signed with them.

**Payment Instruction** – An instruction from you to make a payment from your Account.

**PIN** - Your four digit personal identification number for use with the Card.

**Quasi Cash** – Means transactions that includes, but not limited to, purchasing travellers cheque, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

**Regulator** – Means Financial Conduct Authority in the UK or another European financial services regulator.

**Restricted Account** – An Account with restrictions on limits and usage.

**Self Service Account Management Portal** – A mobile App or online portal that allows you to have access to your Account.

**Trinity mirror Plc** – A company registered in England and Wales with number 00082548 whose head office is at One Canada Square, Canary Wharf, London E14 5AP.

**we, us or our** - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883 Swindon SN3 9EA.

**Website** – www.trinitymirror.com

**Working Day** – Our working days are Monday to Friday but does not include bank or public holidays in England.

**you, your** - The Account Owner.

## 2. ACCOUNT LIMITS

		Restricted Accounts	Full Accounts
Maximum number of Accounts per household		1	2
Maximum number of Additional Cardholders per Account		0	4
<b>Account Maximum Balance Limits</b>			
			<b>Maximum</b>
Account Maximum Balance		£1,000	£5000
<b>Account Limits</b>			
		<b>Maximum</b>	<b>Maximum</b>
Card transactions	Per txn	£600	£5000
	Per month	£1000	N/A
	Per year	£3000	£15000
ATM	Per txn & per day	£100	£250
	Per year	£1000	N/A
Card Usage		Transactions in GBP only and can be used in UK and Luxembourg at any Merchant that accepts GBP	Transactions in GBP and non-GBP and can be used internationally at any Merchant
Faster Payments Out	Per txn & per day	£0	£5000
	Per month	£0	£45,000 (combined with Direct Debits)
Direct Debits	Per txn & per day	£0	£5000
	Per month	£0	£45,000 (combined with Faster Payments Out)

## 3. SCOPE OF THIS AGREEMENT

**3.1** Your Card is an e-money prepaid card; it is not a credit, charge or debit card.

**3.2** Your Card has been issued by us pursuant to our licence from Mastercard. The Card is an electronic money product and the electronic money associated with it is provided by us and will be in pounds sterling. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010). Mastercard is a registered trademark of Mastercard International Incorporated. Your rights and obligations relating to the use of this Card and Account are subject to this Agreement between you and us; you have no rights against Mastercard or its respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The Card remains our property.

**3.3** This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

**3.4** You agree that we may communicate with you by e-mail and/or SMS and/or via the Self Service Account Management Portal notifications for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated via the Self Service Account Management Portal.

**3.5** If you wish to make use of services provided by an Authorised Third Party Provider on your Account, you may do so provided that you have signed up to use Self Service Account Management Portal and your Account is active. We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator to provide their services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share your Self Service Account Management Portal credentials with the Authorised Third Party Provider each time an access to your Account is required for them to provide you with their services. You should always consider the implications of sharing your Self Service Account Management Portal credentials and your personal information.

**3.6** If an Authorised Third Party Provider requests access to your Account to provide you with their services using your Self Service Account Management Portal credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Third Party Provider and can only refuse access in certain circumstances.

**3.7** If you do not wish to use services provided by an Authorised Third Party Provider on your Account, you simply refuse to provide your consent or refuse to share your Self Service Account Management Portal credentials with an Authorised Third Party Provider.

**3.8** If you have a Restricted Account you can only use services provided by an Account Information Service Provider.

#### **4. APPLYING AND REGISTERING YOUR ACCOUNT**

**4.1** To apply for an Account, you must be over the age of 13 and reside in the UK. Before applying, any applicant under 18 years of age should have obtained approval from a parent or guardian.

**4.2** We will issue your Account and additional Cards to you on the basis of the Information that has been provided by you. You must provide accurate Information and to tell us of any changes as soon as possible so that our records remain correct.

**4.3** If we are unable to satisfactorily verify your identity and address from Information provided by you at the time you apply for an Account we may reject your application or issue you with a Restricted Account. If you have been issued a Restricted Account, we may require you to provide documents as proof of identity and address within 12 months of having a Restricted Account. If you are unable to provide your documents we may block your Card.

**4.4** If you purchase a Card online or top up your Card online, the payment will be taken by [www.360money.com](http://www.360money.com).

#### **5. RECEIVING AND ACTIVATING A CARD**

**5.1** The Card will be posted to your home address.

**5.2** When the Card is received, it must be signed by the Cardholder immediately and should then be activated via the Self Service Account Management Portal or by calling Customer Services.

**5.3** Once the Card has been activated, the Cardholder will receive the PIN. The PIN should never be revealed to anybody other than the Cardholder. We will not reveal the PIN to a third party.

**5.4** If you forget your PIN you can view it via the Self Service Account Management Portal or reset it by contacting Customer Services. When selecting or changing the PIN, the Cardholder must not select a PIN that may be easily guessed, such as a number that:

**5.4.1** is easily associated with the Cardholder, such as their telephone number or birth date; or

**5.4.2** is part of data imprinted on the Card; or

**5.4.3** consists of the same digits or a sequence of running digits; or

**5.4.4** is identical to a previously selected PIN.

**5.5** You are responsible for all the Cards issued and the use of your Account by all Cardholders under this Agreement and any fees or charges that these Cards may incur.

#### **6. USING THE CARD AND CARD EXPIRY**

**6.1** Subject to paragraph 2 the Card can be used at any Merchant to make purchases in-store, via the internet or over the phone and can be used to obtain cash through ATMs (fees may apply, see paragraph 12). A Cardholder can authorise a transactions on the Card at any Merchant by entering the PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow the Cardholder to authorise the transaction by signature of the receipt. A transaction can also be authorised by tapping the Card against a Contactless enabled 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. We may refuse to execute a transaction if the transaction is unlawful or fraudulent and/or you do not have sufficient Available Balance. If we refuse to execute a transaction, you can check the Account to ensure there was enough Available Balance to cover the transaction, or can ask us why we have not executed a transaction by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the transaction.

**6.2** The Card is a prepaid card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any applicable taxes and charges, including additional ATM charges if any. The Cardholder must not use the Card if the Full Deductible Amount exceeds the Available Balance.

**6.3** Due to security safeguards, Merchants that accept the Card are required to seek authorisation from us for all of the transactions that are made by the Cardholder. There are some circumstances where Merchants may require the Cardholder to have an Available Balance greater than the value of the transaction they wish to make. The Cardholder will only be charged for the actual and final value of the transaction they make. Merchants request this as they may need to access more funds than the Cardholder initially planned to spend. For example:

**6.3.1** hotels, rental cars, and

**6.3.2** internet Merchants – certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact the Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking the Available Balance to make sure sufficient funds are available to cover all purchases.

**6.4** The Card cannot be used in situations where it is not possible to obtain online authorisation that the Cardholder have sufficient balance for the transaction. For example but not limited to: transactions on trains, ships, and some inflight purchases.

**6.5** The Card cannot be used at self service petrol pumps but it can be used to pay by taking it to the cashier.

**6.6** The Card should not be used as a form of identification.

**6.7** The Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or for Quasi Cash transactions.

**6.8** We may ask you to surrender any Cards at anytime for a valid reason in accordance with the provisions in paragraph 15 of this Agreement.

**6.9** For Cardholders under 18 years of age the following applies:

**6.9.1** Cards must not be used for any purpose for which the Cardholder has not attained the minimum age e.g. gambling, adult entertainment.

**6.9.2** We will monitor activity on Cards issued to customers under 18 years of age. Any use of the Card which is considered to be unlawful may result in the Account being suspended in accordance with paragraph 15.2.5 if the activity continues.

**6.9.3** We reserve the right to request proof of age at any time. Failure to provide proof of age may also result in the Account being suspended.

**6.10** If a Merchant agrees to give a refund for a purchase made using the Card, the funds will be added to the Available Balance of the Account when we receive the funds from the Merchant.

**6.11** Subject to paragraph 2 the Card can be used to make transactions in a currency other than pounds sterling ("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 Working 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. You can find out the exchange rate applied to a transaction in your transaction history. We will charge an additional foreign transaction fee for all foreign currency transactions.

**6.12** The expiry date of the Card is printed on the front of the Card. The Cardholder will not be able to use their Card once it expires. We may send the Cardholder a replacement Card automatically if the Card has been used in the last 8 weeks prior to the expiry date (fees may apply, see paragraph 12). If the Card has not been used in the last 8 weeks prior to the expiry date, we may email you asking if you would like a replacement Card.

**6.13** Any Available Balance remaining on the Account at Card expiry will remain yours for a period of six years from the expiry date. Within this period, you may at anytime redeem your Available Balance by contacting Customer Services. You will not have an access to your Account and we will not return any funds remaining on the Account after six years from Card expiry and this Agreement will terminate.

## 7. TOPPING UP AND USING THE ACCOUNT

**7.1** You may top up your Account up to an Account Maximum Balance. You may top up your Account using any of the following methods.

**7.2** Restricted Accounts are subject to monthly load limit of £1,000.

		Restricted Account		Full Account		Transfer time	Notes
		Min	Max	Min	Max		
Faster Payment In (FPI)	Per txn	NA	£1000	NA	£5000 (Combined with BACS)	NA	
	Per day						
BACS In	Per txn				£5000 (Combined with FPI)		
	Per day						
Post Office cash to Card	Per txn	£5	£500	£5	£500	1 Working Day	

PayPoint cash to Card	Per txn	£10	£499.99	£10	£499.99	Immediately	
PayPoint cash to Voucher	Per txn	£10	£100	£10	£100	1 hour	
Credit /debit card	Per txn	£20	£250	£20	£500	2 Working Days	You must have registered your debit or credit card with your bank for 'Mastercard Secure Code' or 'Verified by Visa' to use this service. If you change details of your debit or credit card we may ask for additional time to approve your top up. The address of the debit or credit cardholder must match with your address
	Per day		£250		£500		

**7.3** A payment coming into the Account may not be credited to the Account if:

**7.3.1** the Account has reached the Account Maximum Balance or Account Limits; or

**7.3.2** the Account is inactive or blocked; or

**7.3.3** the sender has provided incorrect/invalid Account Details for your Account; or

**7.3.4** we suspect fraudulent activity on the Account; or

**7.3.5** to do so is prohibited by any law.

**7.4** The funds may be sent back to the sender without notifying you if paragraph 7.3 applies.

#### PAYMENTS OUT

**7.5** Subject to Account Limits, a Full Account can be used for setting up Direct Debits and to make Faster Payments out. You must authorise the organisation taking Direct Debit payments from the Account. A Restricted Account cannot make outgoing Faster Payments or set up Direct Debits.

#### DIRECT DEBITS

**7.6** To set up a Direct Debit from the Account, you must first authorise the organisation taking Direct Debit payments from the Account.

**7.7** If a Direct Debit payment on the Account specifies that a payment is to take place on a specified day or on the last day of a certain period, then we will treat the Payment Instruction as being received on the day specified.

**7.8** Any Direct Debit payment is usually taken from the Account at the beginning of the Working Day it is due.

**7.9** It is your responsibility of to check there is sufficient Available Balance before any payment is due. If the Account does not have sufficient Available Balance any Direct Debit payment will be rejected.

#### FASTER PAYMENTS

**7.10** To make a UK Faster Payment transfer from the Account, you must first set up the recipient as a new payee. For setting up a new payee to make UK Faster Payment from your Account, you will need to provide name, account number and sort code of the person you wish to pay.

#### TIMING OF PAYMENTS

**7.11** Any payments will be made within the following timescales

Type of Transaction	Timescale
UK Faster Payments out	Will be sent within 2 hours
Incoming payment	Funds will be added to the Account the same Working Day we receive the funds

**7.12** The time of receipt of a transaction order is when we receive it. You cannot stop a transaction after it has been transmitted to us and you have given consent, or when you have given your consent to a pre-authorised payment.

#### AUTHORISATION FOR PAYMENTS AND STOPPING PAYMENTS

**7.13** It is your responsibility to ensure correct recipient account details and payment amount is provided when making any payment or setting up a payee. You are responsible if you give us incorrect instructions or mistakenly instruct us to make the same payment more than once, but we will try to help you get the money back. We may not always be able to do this, but we will do all we can. We will charge you a fee for tracing, recalling or cancelling a payment. We will tell you how much it is before we start the recovery process. If we cannot get the money back, you can request the relevant information we have about the transaction to help you reclaim the money. We will provide this information on receiving a written request from you, unless the law prevents us doing so.

**7.14** You can authorise us to make a payment from your Account via Self Service Account Management Portal by setting up electronic payments and giving us instructions via a third party, such as through a direct debit scheme and/or a Payment Initiation Service Provider. We will treat a payment as authorised by you if:

**7.14.1** the transaction was authorised from the Self Service Account Management Portal using the required credentials and that the payee had been approved;

**7.14.2** you have set up or agreed to any Direct Debit and Faster payments to be taken from your Account; or

**7.14.3** a Payment Initiation Service Provider has made a payment from your Account.

**7.15** We may refuse to execute or process a payment (without prior notice to you) if:

**7.15.1** you do not have sufficient Available Balance to cover the payment; or

**7.15.2** the Account is suspended or closed; or

**7.15.3** the Account has reached its Account Limits; or

**7.15.4** we need to do so to comply with the rules of the payment system; or

**7.15.5** we suspect fraudulent activity on the Account or the payment is unlawful or fraudulent; or

**7.15.6** we are concerned about fraud or unauthorised access to the Account by a Payment Initiation Service Provider; or

**7.15.7** required to comply with any law.

**7.16** If we refuse to process a payment under 7.15:

**7.16.1** we will not be liable for any loss this may result in, nor will we be obliged to inform the intended recipient.

**7.16.2** you can check the Account to ensure there was enough Available Balance and/or that correct recipient details were provided, or can ask us why we have not executed a payment by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what can be done to correct any errors in the Payment Instruction.

**7.16.3** is because we are concerned under paragraph 7.15.6. In this event, we will contact you using the contact details provided by you or by leaving a message on the Self Service Account Management Portal as soon as possible or in advance if possible to explain why we have refused to process the payment, unless we are prohibited by the law or we have security reasons to do so.

**7.17** You may not be able to stop any payments once it has been authorised by you or a Payment Initiation Service Provider. However you may be able to stop a Direct Debit payment provided that:

**7.17.1** the Direct Debit is cancelled two Working Days before the Account is due to be debited; and

**7.17.2** the payment has not already been made.

**7.18** If you stop or cancel a Direct Debit, you must tell the recipient to whom the Direct Debit is payable. We will not be responsible if you fail to inform them and the recipient will not have any claim against us.

**7.19** If for any reason, a payment is processed for an amount greater than the Available Balance on your Account, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance immediately after receiving an invoice from us. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action and/or closing your Account, to recover any monies outstanding.

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

## **8. CHECKING ACCOUNT BALANCE**

**8.1** You can check the Available Balance and transaction history on the Account via the Self Service Account Management Portal.

**8.2** A Cardholder can check the Available Balance at an ATM.

**8.3** We will make your monthly Account statements available on My Account free of charge and every month we will either email you or send an SMS to notify you that your My Account has been updated.

## **9. CANCELLING, CLOSING YOUR ACCOUNT AND REDEEMING E-MONEY**

**9.1** You may cancel your Account and any Cards before activating them, and up to 14 calendar days after the date of activation ("cancellation period"), by calling Customer Services.

**9.2** You may close your Account at any time after the cancellation period and redeem any Available Balance on the Account by calling Customer Services. We may ask for your identification before redeeming your Available Balance to you. If you hold a Full Account, you may transfer any Available Balance via Faster Payment to a UK bank account.

**9.3** Once the Available Balance is redeemed and the Account is closed, your Agreement will terminate. However, if paragraph 9.5 applies to your Account then your Account will remain active and your Agreement will continue to apply to you until there is no money outstanding on your Account.

**9.4** All Direct Debit transactions that were set up on the Account will be rejected once your Account is closed.

**9.5** If we find any additional withdrawals, fees or charges have been incurred on your Account following the processing of the redemption request, we'll send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **10. YOUR LIABILITY AND AUTHORISATIONS**

**10.1** You are responsible for the use of your Account and any Cards issued for your Account. You must ensure that all the users of your Account including Additional Cardholders understand and comply with this Agreement.

**10.2** We may restrict or refuse to authorise any use of your Account and any Cards issued to your Account including transactions in any legal jurisdiction if using the Card or Account is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you, a Cardholder or a third party has committed or is about to commit a crime or other abuse in connection with the Card or Account.

**10.3** Where appropriate, any refusal to authorise a Card transaction will be relayed to the Cardholder via the Merchant concerned.

**10.4** It is your responsibility to ensure the Cardholder sign their Card as soon as they receive it and keeps it safe. You and any Cardholders must also keep safe any security information or credentials related to the Card, Account and Self Service Account Management Portal.

**10.5** You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Card or Account security information or the misappropriation of the Card if you or a Cardholder fails to:

**10.5.1** keep the Card and/or security features of the Card and Account safe, or

**10.5.2** notify us that the Card is lost or stolen.

**10.6** You must ensure the Cardholder does not:

**10.6.1** allow another person to use a Card, PIN or security information related to the Account.

**10.6.2** write down password(s), PIN or any security information related to Card and Account unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or

**10.6.3** disclose their PIN or any security information related to Card and Account, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others; or

**10.6.4** enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

**10.7** You should never allow a third party other than the Cardholder and an Authorised Third Party Provider to use or access your Account

**10.8** You must not disclose or make available your Self Service Account Management Portal credentials to a third party unless the third party is an Authorised third Party Provider and you want to use their services.

**10.9** You will be responsible for all transactions which a Cardholder authorises, whatever the manner of such authorisation.

**10.10** You will be liable for all transactions that take place as a result of you, the Account Manager or Cardholder acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Account.

**10.11** It is your responsibility to keep us updated of changes to your Information, including e-mail address and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.

**10.12** 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 this Agreement and/or any breach of this Agreement or fraudulent use of a Card, Account, Self Service Account Management Portal log in details, or PIN by or authorised by either you or any Cardholders.

## 11. LOST, STOLEN OR DAMAGED CARDS

**11.1** In the event of loss, theft, fraud or any other risk of an unauthorised use of the Card or Account, or if the Card is damaged or malfunctions, you must contact Customer Services immediately so that we can block the Card, Account and/or PIN.

**11.2** In the event that the Cardholder notifies us in accordance with this Agreement that their Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to us being notified.

**11.3** Provided that the Cardholder have given notification in under paragraph 11.1 and that paragraph 11.4 does not apply, then you will not be liable for losses that take place following the date on which the Cardholder gave such notification to Customer Services. If there is an Available Balance remaining on your Account, you can request for a replacement Card. If we replace the Card, the Card will be delivered to your home address (fees apply, see paragraph 12).

**11.4** In the event that we have reason to believe that either you or the Cardholder have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or the Cardholder have failed to keep their Card or security information related to the Account safe or you or the Cardholder have breached this Agreement then you shall be liable for all losses.

## 12. FEES

**12.1** Your Account is subject to the following fees. The core fees detailed below relate to the core bundle of services that we provide to you in relation to your Account.

Event	Fee	Notes
<b>Core Fees</b>		
Application Fee	£4.95	
Monthly Fee	£4.95 (first month free)	
Additional Cards	£4.95	
Replacement Card	£4.95	

Receive Cheque for Balance	Free	
Faster Payment In	Free	
BACS In	Free	
Credit Top Up	Free	
Debit Card Top Up	Free	
Post Office	Free	
PayPoint	2.5%	
Faster Payment Out	Free	
Direct Debit Out	Free	
Rejected Direct Debit	Free	
Card Transaction	Free	
ATM Withdrawals	3%	Some ATM providers may charge additional fee
Cashback & Cash Advances	3%	
FX	0.55%	
Call Centre Enquiry	Free	
SMS Balance Check	Free	

**12.2** We will deduct any taxes or charges due from the Available Balance on your Account. If there is no Available Balance of funds, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

### 13. UNAUTHORISED AND INCORRECT TRANSACTIONS

**13.1** If you have a reason to believe that a transaction on your Account was unauthorised by you or a Cardholder, or a Payment Initiation Service Provider or was made incorrectly, you must inform us immediately by contacting Customer Services, but in any event within 13 months of the date of the relevant transaction.

**13.2** If you report unauthorised transaction to us:

**13.2.1** we will by the end of the next Working Day refund the unauthorised amount including any fees to your Account to the position it would have been in if the unauthorised transaction had not taken place.

**13.2.2** We are not obliged to refund the unauthorised sums to you if we have reason to believe that either you or any Cardholders have acted fraudulently, and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the transaction was unauthorised, we will refund the unauthorised sums to you straight away.

**13.2.3** We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any fees, to your Account.

**13.3** You will be liable for all unauthorised transactions made from your Account if you or any Cardholders have acted fraudulently or deliberately or with gross negligence failed to keep the Card, Card security information or Self Service Account Management Portal credentials safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that the Card, security information related to the Card or Self Service Account Management Portal credentials has been lost or stolen.

**13.4** You will not be liable for unauthorised transactions from your Account after you have told us that the Card, Card security information or Self Service Account Management Portal credentials has been lost, stolen or compromised.

**13.5** If you tell us that a transaction has been made incorrectly, after we are informed, we will immediately refund your Account with sufficient funds including any charges to restore your Account to the same position as if the incorrect transaction had not been made. However this will not apply if:

**13.5.1** you fail to tell us of the incorrect payment without undue delay and in any case within 13 months of the date on which the transaction occurred;

**13.5.2** any Payment Instructions you gave us were incorrect. If so, we will make reasonable efforts to recover your money if the payment has gone missing, but we may charge you a fee to cover our costs in doing so. We will tell you how much it is before we start recovery process. If we are unable to recover the funds, you can request the relevant information we have regarding the transaction to help you reclaim the payment amount. For legal reasons, we are obliged to provide this information on receipt of a written request, except where the law prevents us from doing so; or

**13.5.3** we can show that the payment was actually received by the other bank (in which case they will be liable).

**13.6** If funds have been paid in to your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so it cannot be spent.

**13.6.1** We don't have to tell you before we take the money back or put a hold on the money.

**13.6.2** If funds goes into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

**13.7** If an error is made in Direct Debit, you will be entitled to a refund from the payee or us under the Direct Debit Guarantee.

**13.8** Where you or a Cardholder have agreed that another person can take a payment from your Account (e.g. if the Cardholder have given their Card details to a retailer for the purpose of making a payment for renting a car or booking a hotel room), you can ask us to refund a payment if all the following conditions are satisfied:

- 13.8.1** the authorisation given did not specify the exact amount to be paid;
  - 13.8.2** the amount that has been charged to your Account was more than you or a Cardholder could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and
  - 13.8.3** you make the refund request within eight weeks of the date when the payment was taken from your Account.
- 13.9** We may ask you to provide information as is reasonably necessary to verify that conditions in 13.8.1 – 13.8.3 apply.
- 13.10** If you ask us to make a refund under paragraph 13.8 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 13.9, within 10 Working Days of the date we receive that information) we will either:
- 13.10.1** refund the payment in full; or
  - 13.10.2** tell you the reasons why we do not agree to the refund.
- 13.11** You will not be entitled to a refund under paragraph 13.8 if:
- 13.11.1** you or a Cardholder have given us your consent for the payment to be made; and
  - 13.11.2** where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment.
  - 13.11.3** if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.
- 13.12** Paragraph 13.11 does not limit your rights under the Direct Debit Guarantee Scheme.

#### **14. VARIATION**

- 14.1** We may change this Agreement, including fees and limits by providing you with at least two months prior 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 Self Service Account Management Portal.
- 14.2** If you do not agree with the changes to the Agreement, you may at any time within the two months' notice period terminate your Agreement and close your Account in accordance with paragraph 9.2 at that time without a charge. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.
- 14.3** There are some situations where we can make changes to this Agreement and we do not have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:
- 14.3.1** If the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.
  - 14.3.2** We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.
- 14.4** 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. We will update our Agreement to reflect the new regulatory requirements when they are next reprinted.

#### **15. TERMINATION OR SUSPENSION**

- 15.1** We can terminate this Agreement at any time:
- 15.1.1** if we give you two months' notice and refund the Available Balance to you without charge, or
  - 15.1.2** with immediate effect if you or a Cardholder have breached this Agreement, or if we have reason to believe that you or a Cardholder have used, or intend to use the Card or Account in a grossly 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.
- 15.2** We can suspend or terminate any Cards and Account Details at any time with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice to you if:
- 15.2.1** we discover any of the Information that you have provided to us when applied for your Account was incorrect; or
  - 15.2.2** we believe that this is necessary for security reasons; or
  - 15.2.3** if we suspect or to prevent suspected unauthorised or fraudulent use of any Cards, Account or any security credentials related to any Cards or Account; or
  - 15.2.4** if you have reached your Account Limit; or
  - 15.2.5** any legal obligations require us to do so; or
  - 15.2.6** you or any Cardholders have breached this Agreement or we have reason to believe that you or any Cardholders have used, or intend to use the Card or Account or the Self Service Account Management Portal Password or Passcode in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process any transactions due to the actions of third parties.

**15.3** In the event that we do suspend or terminate your Account then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards (to the extent the we are permitted by law). We may advise anyone involved in the transaction if a suspension has taken place.

**15.4** In the event that any additional fees are found to have been incurred on your Account following termination by either you or us, then subject to this Agreement, you shall refund to us any sum which relates to a withdrawal on the Account or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**15.5** If we discover that the Information we hold about you is incorrect, we may have to suspend or cancel your Account until we can establish the correct Information, in order to protect us both.

## **16. OUR LIABILITY**

**16.1** 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:

**16.1.1** 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 ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

**16.1.2** we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

**16.1.3** where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

**16.1.4** 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;

**16.1.5** in the unlikely event that sums are deducted from your Available Balance but you or a Cardholder did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13; and

**16.1.6** in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

**16.2** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

**16.3** To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

**16.4** The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as Mastercard, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

**16.5** In the event of suspected or actual fraud or security threat to any Cards or Account, we will use SMS, telephone, post, email or another secure procedure to contact the Account Manager. We may ask the Account Manager to verify their identity or identity of any Cardholders or Account Holder for security purposes.

## **17. YOUR INFORMATION**

**17.1** Some personal data will be necessary for us to provide you with your Card and services under this Agreement, we are the Data Controller and only use your personal data for this purpose. Please see the Privacy Policy published at <http://www.quidityplus.com/privacy/> for full details on the personal data that we hold, how we will use it and how we will keep it safe.

**17.2** If you allow or give consent to an Authorised Third Party Provider to access your Account to provide their services to you, you should know that we have no control over how an Authorised Third Party Provider will use your information nor will we be liable for any loss of information after an Authorised Third Party Provider have access to your information.

## **18. COMPLAINTS PROCEDURE**

**18.1** Complaints regarding any element of the service provided by us can be sent in writing or by email or by calling Customer Services.

**18.2** 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 or emailed to you.

**18.3** If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **19. GENERAL**

**19.1** 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.

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

**19.3** 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 you Account issued to you is terminated and all sums due under

this Agreement 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.

**19.4** No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 16.4 may enforce paragraph 16.

**19.5** This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting the Self Service Account Management Portal.

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

**19.7** The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with your Account. We will however safeguard your funds against any loss that can be reasonably anticipated.

## **20. CONTACTING CUSTOMER SERVICES**

**20.1** If you have a query regarding your Account, you can contact Customer Services by phoning 0333 700 7010 between the hours of 8.00am and 7.00pm on Monday to Friday (excluding bank holiday) or 9.00am to 5.00pm on Saturday, or by writing to Customer Services at Quidity Plus, PO BOX 3883, Swindon, SN3 9EA, or by e-mailing [customerservice@quidityplus.com](mailto:customerservice@quidityplus.com).

**20.2** A lost and stolen service is also available 24 hours on the Customer Services phone number.