

## Orby Pay Prepaid Mastercard Terms and Conditions

**IMPORTANT INFORMATION:** Please read this Agreement carefully before activating your Account. This Agreement becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card. These terms and conditions were last updated on 26<sup>th</sup> June 2019.

### 1. Definitions & Interpretation:

<b>Account</b>	The electronic money account associated with your Card.
<b>Additional Card</b>	Any additional Card which is issued to a person any time after the successful registration of an Account;
<b>Additional Cardholder</b>	A person who you have authorised to hold an Additional Card.
<b>Agreement</b>	These terms and conditions relating to the use of your Card(s) as amended from time to time.
<b>Available Balance</b>	The value of unspent funds loaded onto your Account and available to use.
<b>Business Day</b>	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.
<b>Card</b>	Any prepaid Card, whether Virtual or Physical, issued to you in accordance with this Agreement.
<b>Chat</b>	Customer support chat available within the Mobile app or through the Online account.
<b>Customer Support</b>	The contact centre for dealing with queries about your Card and Account. You can contact Customer Support by: <ul style="list-style-type: none"><li>i. accessing Chat;</li><li>ii. calling +44 (203) 290 4224 (your network provider may charge a fee for calling this number); or</li><li>iii. e-mailing support@orbypay.com from the email address registered to your Online Account.</li></ul>
<b>EEA</b>	European Economic Area.
<b>Expiry Date</b>	The expiry date showing on your Card.
<b>Fee</b>	Any fee payable by you as referenced in the Fees & Limits Schedule.

<b>Fees &amp; Limits Schedule</b>	The schedule contained in this Agreement.
<b>KYC</b>	Means “Know Your Customer” and constitutes our verification of your Personal Details.
<b>Mobile App</b>	The OrbyPay mobile phone application
<b>Merchant</b>	A retailer or any other person that accepts e-money.
<b>Online Account</b>	The area on the Website that allows you to access your Account and carry out Account-related functions.
<b>Personal Data</b>	The registered personal identity details relating to the use of your Card and Online Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.
<b>Physical Card</b>	A physical/plastic Card that can be used to carry out Transactions.
<b>PIN</b>	Personal Identification Number; that is, the security number provided for use with your Card.
<b>Primary Card</b>	The first Card issued to you in response to registration of your Account in accordance with this Agreement.
<b>Primary Cardholder</b>	The person who has been issued with the Primary Card and who is responsible for the use of all other Additional Cards in accordance with this Agreement.
<b>Program Manager</b>	Digital Capital with registration number 10222334 and principal place of business at 26-28 Hammersmith Grove, London W6 7BA, United Kingdom.
<b>Schemes</b>	Mastercard or Visa as applicable and as shown on your Card; Mastercard is a registered trademark of Mastercard International Incorporated. Visa is a registered trademark of Visa International.
<b>Transaction</b>	The use of your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.
<b>Username and Password</b>	A set of personal codes selected by you in order to access your Online Account.
<b>Virtual Card</b>	A non-physical Card, the use of which is limited to online, phone or mail order purchases. For the avoidance of doubt, a Virtual Card cannot be used to make a cash withdrawal from an ATM or bank and any reference to such withdrawals or to a Physical Card in this Agreement excludes the Virtual Card.

**Website**            www.orbypay.com

**we, us or our**      Transact Payments Limited (“TPL”) a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA company registration number 108217, and authorised by the Gibraltar Financial Services Commission as an electronic money institution or the Program Manager acting on its behalf.

**you or your**        You, the person who has entered into this Agreement with us by virtue of your use of the Card and or Account and any other person you have authorised to use any Cards in accordance with this Agreement.

## **2. Your Agreement, Card and Account**

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

## **3. Purchase and activation of your Card**

- 3.1. To apply for, and use, a Card you must be at least 18 and a resident of the EEA.
- 3.2. Cards may be purchased after you successfully open an OrbyPay account. The card purchase order can be placed via the Mobile App or in your Online Account area on the Website and it may generate a payable Fee according to the Price Schedule.
- 3.3. You have the option of purchasing a Virtual Card and/or a Physical Card.
- 3.4. Regardless of the type and number of Cards you have, you are permitted to have only one Account where your Available Balance is located. If we discover that you do have more than one Account, we may block your Card and terminate this Agreement.
- 3.5. PIN will be generated by You during Physical Card ordering process on the Mobile App and in the Online where you can access it at any time.
- 3.6. Your Virtual Card will be available on the Mobile App and in the Online Account Area on the Website once you have successfully registered. The Virtual Card will be automatically activated and ready to use when it is issued to you.

## **4. Personal Details**

- 4.1. When entering into Transactions over the internet, some websites may require you to enter your Personal Details and in such instances you should supply the most recent Personal Details that you have provided us with.
- 4.2. You must notify us of any change in your Personal Details as soon as possible by contacting Customer Support or updating the details in your Online Account. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.

- 4.3. We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us to undertake electronic identity verification checks on you either directly or using relevant third parties.

## **5. Loading your Card**

- 5.1. Funds may be added only from your OrbyPay account via the Mobile App or via your Online Account .
- 5.2. Fund loading limits may vary according to the type of Card and as set out in the Fees & Limits Schedule.
- 5.3. If enabled you will have the option to transfer your Available Balance or part balance from your Card or Account to other Accounts that may be held with us (i.e. a “Card-to-Card” transfer). If you instruct us to make a transfer from your Account to another person’s Account, the requested amount will be debited from your Account and credited to the other person’s Account in accordance with your instructions. You may incur a Card-to-Card Transfer Fee for this transaction (as detailed on the Fees & Limits Schedule).

## **6. Using your Card**

- 6.1. Your use of the Card is subject to the Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.
- 6.2. Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.
- 6.3. You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods.
- 6.4. If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.
- 6.5. There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.
- 6.6. Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We accept no liability if a Merchant refuses to accept payment using the Card.
- 6.7. We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.
- 6.8. You must not use the Card for:
- pre-authorised regular payments; or
  - transactions at self-service petrol pumps; or

- any illegal purposes.

## **7. Authorising Transactions**

- 7.1. You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, a) using your PIN or other security code personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 7.2. The time of receipt of a Transaction order is when we receive it. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 7.3. Once a Transaction has been authorised by you and received by us, it cannot be revoked.
- 7.4. Where a Merchant's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, we shall ensure the cash transfer to the Merchant's payment service provider within 4 Business Days following the day on which the Transaction order is received.
- 7.5. Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.
- 7.6. Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Support to notify us of any problems you are experiencing using your Card or Account and we will try to resolve these as soon as possible.

## **8. Additional Cards**

- 8.1. At our sole discretion and provided we have received sufficient KYC information/documents, you may be eligible to apply for up to 2 Additional Cards connected directly to your Account, for use by Additional Cardholders by contacting Customer Support, ordering the cards in the Mobile App or accessing the relevant area in your Online Account.
- 8.2. Additional Cardholders must be at least 18 years old or, provided that you are legally responsible for them, at least 13 years old. Transactions by persons under 18 years of age may not be allowed by some Merchants but in each and every case, you shall be responsible for any use of any Additional Cards by such persons. We may request KYC for each Additional Cardholder as required.
- 8.3. If your Additional Card application is successful, we will send you an Additional Card, [which will be subject to a Fee] and which you may give to the nominated Additional Cardholder for their exclusive use, provided that:
  - i. you provide the Additional Cardholder with a copy of these terms and conditions (which will then bind use by both of you);
  - ii. the Additional Card is used only by that Additional Cardholder;
  - iii. you retain the Primary Card for your sole and exclusive use in accordance with this Agreement;
  - iv. all Transactions made on the Additional Card shall be considered as having been authorised directly by the Primary Cardholder, who shall be responsible for such Transactions and any applicable Fees.
- 8.4. Funds cannot be loaded directly on to any Additional Cards, which will be connected to the same Account as the Primary Card. The Account may only be loaded by Primary Cardholder.
- 8.5. Additional Cards cannot be issued in or mailed to India.

## **9. Managing & Protecting Your Account and Card**

- 9.1. If you forget your PIN, you can access to it via the Mobile App or in your Online Account area [contact Customer Support for a replacement PIN, which will be sent out to you by SMS/email/mail/update to your Online Account/other].
- 9.2. When ordering a Primary Card on the Website, you will be prompted to create a Username and Password. You will need this Username and Password to access your Online Account and perform the following functions (as well as any other functions specified in the Website) in relation to your Card online:
  - i. change your telephone number;
  - ii. check your Available Balance;
  - iii. check your Transaction Details; and
  - iv. change your Password.
- 9.3. Other than in relation to an Additional Cardholder, you must not give your Card to any other person or allow any other person to use it.
- 9.4. You are responsible for your Account, Card, PIN, Online Account and any related security details and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):
  - i. memorising your PIN as soon as you receive it, and destroying the letter or other authorised communication used to transmit it to you;
  - ii. never writing your PIN on your Card or on anything you usually keep with your Card;
  - iii. keeping your PIN secret at all times for example, by not using your PIN if anyone else is watching.
- 9.6. Failure to comply with this condition 9 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at condition 13.
- 9.7. If you believe that someone else knows your Online Account, PIN or Card security details, you must notify us by contacting Customer Support immediately.
- 9.8. In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you securely via [telephone during which we will ask you to answer security questions/your relevant secure procedure].
- 9.9. Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

## **10. Cancellation**

- 10.1. If you have ordered your Card online, you may cancel it free of charge before activating and using it, and up to 14 calendar days after the date of activation (the **Cancellation Period**) by writing to Customer Support. This does not apply to replacement Cards where the cancellation period for the original Card has expired.
- 10.2. You may also terminate your Card at any time by contacting Customer Support and exercising your redemption rights under condition 11.
- 10.3. Once we have received all necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:
  - i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and

- ii. we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- 10.4. Once your Card and Account have been cancelled, it will be your responsibility to destroy your Physical Card(s).
- 10.5. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

## **11. Expiry & Redemption**

- 11.1. You will not be able to use your Card following its Expiry Date. This Agreement shall terminate on the Expiry Date unless you are issued with a replacement card. Upon expiry of your Card, you will still be able to obtain a refund of any Available Balance in accordance with condition 11.2 [or you may choose to transfer the remaining funds to a replacement Card by contacting Customer Support].
- 11.2. You may redeem your Available Balance by contacting Customer Support at any time. When we process your redemption request, we may require you to provide us with KYC information and/or documents in order to verify your Personal Details in accordance with legal requirements. We may charge a Redemption Fee if you request redemption of your Available Balance before, or 12 months after, expiry of this Agreement. Any such Redemption Fee is set out in the Fees & Limits Schedule.
- 11.3. We shall have the absolute right to set-off, transfer, or apply sums held in your Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

## **12. Termination or Suspension of your Card and Account**

- 12.1. We may terminate this Agreement at any time:
- i. by giving you two months' advance notice (provided that you have provided us with an up-to-date email address);
  - ii. with immediate effect if:
    - a. we discover any of the information that you provided to us when you applied for the Card was incorrect or false;
    - b. you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement; or
    - c. you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties.
- 12.2. We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:
- i. we discover any of the information that you provided to us when you applied for your Card was incorrect; or
  - ii. a Transaction has been declined because of a lack of Available Balance; or
  - iii. we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or
  - iv. we cannot process your Transactions due to the actions of third parties; or

v. you have breached this Agreement.

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

### **13. Loss or Theft of your Card.**

13.1. You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card unless you contact us as specified in this condition.

13.2. You must contact us without delay by calling us on our 24-hour toll-free helpline (+44 (203) 290 4224) or [registering the card as lost or stolen on the Mobile App or in your Online Account on the Website] if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card-related security details is known to an unauthorised person or you think that a Transaction has been incorrectly executed.

13.3. You shall be liable for up to a maximum of €50 (or currency equivalent) of losses due to unauthorised Transactions made before you informed us about the theft, loss or misappropriation of the Card. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.

13.4. Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.

13.5. Replacement Cards will be sent to the most recent address you have provided and will be subject to a Fee.

13.6. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.

13.7. In the event that you inform us of an unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.

13.8. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

13.9. In the event that a Transaction that was executed within the EEA arrived later than it should have according to the terms of this Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.

13.10. In the event that a Transaction is made which is initiated by a Payee (for example, a recurring payment which you have authorised), we will provide a refund of that amount, subject to clause 13.11, only in circumstances where you can prove that:

13.10.1 the exact Transaction amount was not specified when you authorised the payment; and

13.10.2 the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.

13.11. The refund referred to in 13.10 will not be provided if:

13.11.1 the amount relates to currency exchange fluctuations; or

13.11.2 you have given your consent to execute the Transaction directly to us; or



13.11.3 information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or

13.11.4 you request the refund from us later than 8 weeks from the date on which it was debited.

#### **14. Payment Disputes**

14.1 If you dispute a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.

14.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Support, and we will attempt to assist you as far as is reasonably practicable.

14.3 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask us to investigate the Transaction. If we investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

#### **15. Foreign Exchange**

15.1. If you use your Card in a currency other than the currency in which your Card is denominated, the amount deducted from your Available Balance will be the amount of the Transaction converted to your Account currency using a rate set by the Scheme on the date the Transaction is processed. 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 agree that any change to the exchange rate may be applied immediately and without notice to you. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule.

15.2. Please refer to the following Scheme websites (as applicable) for more information on the applicable exchange rates:

<https://www.mastercard.com/global/currencyconversion/index.html>

<http://www.visaeurope.com/making-payments/exchange-rates>

#### **16. Our Liability**

16.1. We shall not be liable for any loss arising:

- i. from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
- ii. from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- iii. from any use of this Card that is contrary to this Agreement;
- iv. for goods or services that are purchased with the Card; and
- v. for any damages due to loss, fraud or theft that you have reported to us 13 months after the event.

16.2. We will not be liable to you if your contact details have changed and you have not told us.

16.3. Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card.

- 16.4. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 16.5. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 16.6. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 16.7. The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.
- 16.8. For all other matters not expressly covered in this condition 16, and to the extent permitted by applicable law, our total aggregate liability shall be limited to the total amount of money that you have deposited into your Account over the 12-month period prior to the claim.

## **17. Complaints**

- 17.1. Should you wish to make a complaint about your Card and/or Account, you may contact Customer Service by email to submit details of such complaint.
- 17.2. Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by return email within 15 Business Days.
- 17.3. If, having received a response from our Customer Support team, you are unhappy with the outcome, you can escalate your complaint to TPL's Complaints Department by writing to [complaints@transactpaymentslimited.com](mailto:complaints@transactpaymentslimited.com)
- 17.4. If TPL's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of receipt of your complaint.
- 17.5. We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 17.6. In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi).

## **18. General Communication**

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

## **19. Personal Data**

- 19.1. TPL is the Data Controller of your Personal Data associated with the application for and use of this Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the

personal data which we request, we will take steps to terminate this Agreement in accordance with clause 12.1 (ii) (b) above.

- 19.2. We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our [Privacy Policy](#) which is provided to you at the time we collect your personal data.

## **20. Changes to the Terms and Conditions**

- 20.1. We may update or amend this Agreement at any time on at least 2 months' advance notice, which shall be given [on the Website and by notification on your Online Account, by e-mail or mobile device] (using the latest contact details you have provided us with).
- 20.2. If you do not agree with the changes to the Agreement, you may at any time within the 2-month notice period terminate your Agreement in accordance with condition 11 and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.
- 20.3. If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

## **21. Language**

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

## **22. Miscellaneous**

- 22.1. This Agreement is governed by Gibraltar law and you agree to the non-exclusive jurisdiction of the courts of Gibraltar.
- 22.2. 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.
- 22.3. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. However, we will safeguard your funds so that they are protected in accordance with applicable law if we become insolvent.
- 22.4. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 22.5. You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.