

CONSUMER CARDHOLDER TERMS AND CONDITIONS

Version 1, applies from 1 April 2022

1. WHO ARE WE?

1.1. **Our company.** We are NIUM Fintech Limited, registered in England and Wales with company number 09039850 (**NIUM / we / us / our**). Our registered office is at 05-132 1 Poultry, London, United Kingdom, EC2R 8EJ.

1.2. **Financial Conduct Authority authorisation.** We are authorised by the Financial Conduct Authority (**FCA**) as an Electronic Money Institution, with permission to issue electronic money (e-money) and provide payment services. Our FCA firm reference number is 901024.

2. WHY HAVE YOU RECEIVED THESE TERMS AND WHAT IS OUR ROLE?

2.1. **You applied for a debit card.** You have received these terms and conditions (**Terms**) because you signed up to an app (**App**) which offers debit card as part of its service, and you have made an application to receive such debit card. The App is not operated by us, but by our agent (**App Provider**). We are the issuer of the debit card (**Card**) and the App Provider has been appointed by us to offer our Card to you, as well as to provide support to the users of the Card.

2.2. **You must agree to these Terms in order to use the Card.** Our role is to provide e-money and payment services in respect of the Card. **Your agreement to these Terms is a condition necessary to apply for and use the Card.** If you do not agree to these Terms, you will not be issued the Card and, if you have already received a physical Card, your Card will not be activated, and you will not be able to use it. You will be asked to agree to these Terms by the App Provider, usually when you apply for the Card in the App. If you do not agree to these Terms, you should not apply for the Card and you should not use it.

2.3. **The Card is co-branded.** The Card is co-branded by Visa, and the App Provider.

3. WHY IS IT IMPORTANT FOR YOU TO READ THESE TERMS?

3.1. **Please read these Terms carefully.** These Terms set out the terms and conditions on which we provide the Card to you, what your obligations are in respect of the Card, how you should use it and other important information. They also inform you what to do if there is a problem, what our responsibilities are and how this agreement between you and us may be terminated. We recommend that you save a copy of these Terms.

3.2. **Legally binding agreement.** When we accept your application for the Card, a legally binding agreement will be created between you and us, on the terms and conditions set out in these Terms. You will be notified when your application has been accepted.

3.3. **Updates to these Terms.** If we need to make any changes to these Terms, we will ask the App Provider to notify you of the new Terms, or will contact you directly, at least 60 days before we

implement the changes. In exceptional circumstances, where it is impossible for us to give you at least 60 days' notice in advance (for example if there are urgent legislative changes), the notice period may be shorter, but we will do our best to give you as much notice as possible (**Change Notice**). If we need to introduce changes that are less favourable to you than the Terms to which you agreed when you applied for the Card, and you do not agree to such new Terms, you can notify us (usually via the App but you can also contact the App Provider or us directly) that you reject the proposed new Terms. Your rejection will mean that you wish to terminate this agreement and cancel the Card. You will not be charged anything for terminating this agreement in these circumstances. You must notify us before the expiry of the Change Notice, i.e. before the date when we propose to implement the new Terms. If we do not hear from you before such date, we will assume that you have accepted the changes, and you will be deemed to have accepted the new Terms.

3.4. **These Terms apply to consumers only.** These Terms apply to you where you are a consumer. This means that you can use the Card for personal use only. **You must not use the Card in connection with any business or commercial activity.**

3.5. **Privacy Policy.** We will collect some personal data about you in connection with your Card application and your use of the Card. For information regarding how we process personal data, please see our Privacy Policy at <https://members.b2btradecard.com/privacy.aspx>

4. ELIGIBILITY

4.1. **You must satisfy our eligibility criteria.** You must meet all eligibility criteria stipulated by us and communicated to you via the App or by the App Provider.

4.2. **We will carry out checks.** We are required by law to carry out certain checks on all our customers before we agree to provide our Card and services. We may ask you to provide us with certain information and documentation to enable us to carry out our checks, for example to verify your identity and financial standing, and we may need to ask third party service providers (for example credit reference agencies) to verify certain information about you. All information provided by you must be accurate and truthful to the best of your knowledge. Our due diligence checks are normally carried out before a Card application is approved, but we reserve the right to carry out appropriate checks at any time, including before we process any transaction. Failure to comply with our requests for information or documentation may result in the refusal of your Card application and/or suspension of your Card.

4.3. **Keeping us updated.** It is very important to keep us updated about any changes to the information provided as part of your Card application and any information and documentation submitted to us. It includes information about any sanctions applicable to you or any other circumstances which would make your use of the Card illegal. You must inform us promptly about any changes to your circumstances affecting your eligibility for

the Card and/or your ability to comply with these Terms.

- 4.4. **We will have the right to refuse any Card application.** We have the right to refuse any Card application at any time and without providing any reason for our refusal.

5. THE APP AND OTHER THIRD PARTY SERVICES

- 5.1. **We are not operating the App and are not responsible for the App.** The App through which you applied for the Card, and which enables you to manage the Card and seek support in respect of the Card, is not operated by us, but by the App Provider. Your use of the App is subject to the App Provider's terms and conditions which are separate and independent of these Terms. We are not responsible for the proper functioning of the App, and we cannot make any promises that it will always be available, that it will operate in accordance with your expectations, or that it will be safe and secure. Although we expect all our partners and agents to provide a high standard of services to all our cardholders, including reliable and secure mobile and web applications used for the management of our Cards, we do not endorse the App and will not be responsible for any faults and failures of the App.

- 5.2. **Third party services offered by the App.** We are also not involved with any other products or services offered by the App, for example if the App offers any loyalty schemes, savings or lending products. Any services or products, including any links to third party apps or websites, are arranged solely by the App Provider without our involvement, endorsement or recommendation. As a result, we will not be responsible for any matters related to such third party services, and we do not endorse or recommend them.

- 5.3. **The App and the App Provider are your primary points of contact.** If you have any question or issues related to the Card and its use, you should direct your queries to the App Provider in the first place, by such means as the App Provider makes available to support the Card (for example email, in-App chat or telephone). By applying for the Card and using the App, you authorise the App Provider to collect and pass on to us all information, communications and instructions submitted by you, for example the information provided on the Card application form, and any payments or other transaction instructions. This includes information, communications and instructions submitted by any means accepted by the App Provider, for example in-App chat, telephone or email. We will rely on and will be entitled to act on any such information, communications and instructions received by us from the App Provider, as if the information, communications and instructions were given to us directly by you. Please note that we are not required to check their accuracy.

- 5.4. **You are responsible for checking the completeness and accuracy of all information, communications and instructions.** You must ensure that all information, communications and instructions submitted to the App Provider, via the App or by

any other means is complete and accurate. Failure to provide complete information may cause delays, for example, we may be unable to process your instructions. If you notice any error in any information, communication or instruction provided to us, you should correct it as soon as possible via the App or by contacting the App Provider. We will not be responsible, and will not compensate you, if you suffer any losses as a result of incomplete or inaccurate information provided to us (whether directly by you or via the App Provider), or as a result of any delays caused by any errors, inaccuracies or late submission of any instructions or requests.

- 5.5. **We may screen instructions received from you, but we are not obliged to do so.** We will have the right to screen any instructions received in respect of your Card, as this may be necessary for us to comply with applicable laws and regulations. We may refuse to act on any instructions or request received from you, if we consider this necessary to comply with our legal and regulatory obligations, for security reasons, if you are in serious breach of these Terms or to protect us from suffering a loss. If we are allowed to do so, we will inform you of the reasons why we are unable to act on your instructions or requests.

- 5.6. **Monitor your use of the Card and keep your own records.** The App Provider will provide you with records of all your Card transactions, whether via the App or by other means. You should monitor all your transactions and we recommend that you keep your own records. This will allow you to verify whether the transaction reports are accurate and enable you to inform us if you notice any errors. You should also enable the App to send you notifications of all transactions involving your Card. Please note that although the Card transactions records are provided by us to the App Provider, we cannot be responsible for the accuracy of the records displayed by the App, unless any errors are as a result of our failure. You should report all inaccurate records or notifications of Card transactions as soon as you become aware of them.

6. USING THE CARD

- 6.1. **About the Card.** The Card allows you to make payments for goods and services to persons or entities that accept Visa. You can also use it to make cash withdrawals from ATMs or other cash withdrawal providers that accept Visa in the UK and abroad. The Card is a pre-funded debit card, so it will not allow you to go into overdraft and it is not a credit card.

- 6.2. **Activating your Card.** When you receive your Card, you will need to sign it at the back and activate it (normally within the App) in order to start using it. As part of the activation process, you will be asked to create a PIN and/or other security credentials (for example passwords and security questions), which will be used to authorise your transactions. See paragraph 6.4 below for more details regarding the security credentials requirements.

- 6.3. **The Card has a validity period.** The Card will be valid for the period stated on the Card. Before the expiry of the Card, you will be asked to renew it.

- If you do not wish to renew the card, or if you fail to renew it, the Card will expire on the date stated on the Card and you will be unable to use it.
- 6.4. **You must keep your Card and your security credentials safe.** You must ensure that: (a) you keep your Card **safe from loss or theft**; (b) your PIN and any other security credentials used to authenticate Card transactions **are known only to you** and you do not share them with anyone; and (c) the **App can only be accessed by you** and all devices used by you to access the App are appropriately protected from access by any unauthorised persons. We do not recommend writing down or storing your PIN and any other Card security credentials, or any login details to your App. However, if you have to store such details somewhere, you should not store them near to your Card and you should use secure and safe storage solutions. Revealing your PIN or other security credentials to anyone, or behaving carelessly with regards to the security of your Card may result in unauthorised transactions being processed using your Card. In these circumstances we will not refund any amounts lost by you as a result of such unauthorised transactions and you will be solely responsible for them.
- 6.5. **When you must freeze your Card and notify us.** You must freeze your card within the App and notify us immediately if: (a) your Card is lost or stolen; (b) you believe the security of the Card has been compromised (for example, if someone has gained access to your PIN, your other security credentials and/or the App); (c) your Card is damaged or not working properly; (d) your Card has been retained by an ATM; and/or (e) you have identified an unauthorised transaction made using your Card. You may be asked to provide details of the issues reported by you, and any supporting documentation, such as a copy of a police report to confirm the theft of your Card. If you have not frozen your card, we will suspend it after receipt of your notification.
- 6.6. **You are the only person that is permitted to use the Card.** The Card is issued to you for your own personal use only. You must not give the Card to anyone, and you must not permit anyone else to use it.
- 6.7. **Funding your Card.** You will only be able to make payments and cash withdrawals using your Card if you have a **sufficient balance** of funds available in cleared funds (**Available Balance**). "Cleared funds" means that the funds have been unconditionally received by us and cannot be recalled by you or the payment services provider used to fund the Card. All funds must be **paid into a bank account nominated by us**, details of which will be provided to you via the App (or otherwise notified to you by the App Provider). The Card must be pre-funded in a **currency supported by us**, which will be notified to you via the App (or by any other means). The funds paid to us to fund your Card will be kept by us in accordance with the Electronic Money Regulations 2011, which ensure that any funds held by electronic money institutions, such as NIUM, are held safely. **Please note that the Financial Services Compensation Scheme does not apply** to your funds. If there is a shortfall in your Available Balance, we may be liable to you for such shortfall (i.e. we will be required to reimburse it) only if the shortfall is as a result of our error or failure.
- 6.8. **Restrictions on use of your Card.** You are not allowed to use the Card to make a payment in connection with the following transactions: (a) transactions listed in Appendix 1 to these Terms;; (b) any activities or transactions prohibited by any laws that apply to you (for example prohibited by any anti-money laundering or anti-terrorist laws, or sanctions imposed by the UK government, the European Union or the United Nations); and (c) for any business transactions.
- 6.9. **Transactions limits.** The Card has the following limits on transactions:
- (a) **Daily limit or single transaction limit:** GBP 20,000 (or equivalent in any other currency) each day or each transaction - this means that you cannot spend more than this amount in any day or in a single transaction;
- 6.10. **Authorising transactions.** In most cases, you will be asked to authorise your payments or cash withdrawals by entering your PIN and/or other security credentials. Merchants who do not have a payment terminal may ask you to sign a receipt. A transaction up to a certain limit (prescribed by law from time to time) may also be authorised by tapping your Card against a contactless enabled payment terminal or reader. Using one of the accepted methods of authorisation will constitute your consent to carry out the transaction. We will not be liable to you for any losses you may suffer if you use an incorrect PIN or other security credentials. Please note that you will not be able to cancel any transaction once it has been processed by us or once we have confirmed to Visa that the transaction has been authorised by us, which normally happens within seconds of your authorisation of the transaction.
- 6.11. **Execution of transactions.** When a payment is made using your Card, we will receive a request to process the payment from Visa. We will be entitled to assume that you have consented to all transactions processed by us. We will only process the payment and send our authorisation to Visa if you have sufficient Available Balance to cover the transaction (plus any applicable fees), and you have not exceeded any of the transaction limits set out in paragraph 6.9. If your transaction does not meet these criteria, we will not process it. We will also be entitled to refuse to process a transaction if: (a) we have reasonable concerns about the security of your Card; (b) we have reasonable suspicion that your Card is being used in a fraudulent or unauthorised manner; (c) you owe us fees and your debt to us exceeds your Available Balance; (d) you are in serious breach of these Terms; or (e) we are required to do so under any applicable law, regulation or guidance.
- 6.12. **Transactions exceeding Available Balance.** As mentioned in paragraph 0 above, we will normally reject any transaction that exceeds the Available Balance of funds. However, if any such transaction is processed by us, we will ask you to repay us all amounts exceeding the Available Balance. All such payments must be made by you immediately.

6.13. **Currency of transactions.** The currencies supported by us will be notified to you (usually via the App). If we receive a payment or cash withdrawal transaction for processing in a currency which is not supported by us, we (or the ATM or cash withdrawal provider) will convert such currency into one of the currencies supported by us at the applicable exchange rates. Your Card will be debited by the amount of funds after currency conversion and any administrative costs incurred by us in connection with the conversion. You can request details of the exchange rates by contacting us.

6.14. **Replacement Card.** If your Card has been lost, stolen, misappropriated or damaged, you can request a replacement Card. Please note that we will charge a fee for any replacement Card, as set out in our fees schedule.

7. FEES

7.1. **What fees apply to your use of the Card?** The Fees that apply to your Card will be displayed in the App and are attached in Appendix 2 to these Terms.

7.2. **How will we charge all fees and payments due to us?** All fees that apply to your Card, any transaction fees due to us (as set out in these Terms) and any other amounts due to us from you under these Terms (for example under clause 6.12) will be deducted by us from your Available Balance. You agree to any such deductions made by us. If you do not have sufficient Available Balance to cover any sums due to us, we will issue a payment request and you must make the payment immediately. If we have to take additional steps to recover any such amounts due to us, we may charge you for the costs incurred by us in recovering such sums from you, and this may include costs of any third parties who support us in this process, for example debt collection agencies.

8. UNAUTHORISED TRANSACTIONS

8.1. **You must notify us of unauthorised transactions.** You must notify us as soon as you notice a transaction that has not been authorised by you or has been recorded to your Card incorrectly. You must notify us no later than 13 months after the transaction date.

8.2. **Will we make a refund?** If we receive a notification an unauthorised transaction, we will normally refund to you the unauthorised amount by the end of the next business day following the date of your notification. We will also refund any transaction fees or charges deducted by us in connection with such unauthorised transaction, so that where possible, your Available Balance is returned to the same state as it would have been had the unauthorised transaction not taken place. Any refund received by you is your only remedy and we will not be liable to you for any other losses you suffer as a result of an unauthorised transaction.

8.3. **When will we not make a refund?** We will not make a full refund under clause 0, and you will be responsible for the unauthorised transactions, in the following circumstances:

(a) you have **acted fraudulently**, or we have good reasons to believe you have acted fraudulently. However, if our investigation reveals that you have not acted fraudulently, we will immediately issue a full refund;

(b) you **do not notify us** about the unauthorised transaction, or you **notify after 13 months** from the date of the unauthorised transaction;

(c) you **fail to notify us, or you notify us late of any security issues** with your Card and/or your App, or about the loss or theft of your Card – you will be responsible for all transactions that occurred before the date when you notify us and we will not issue a refund for any unauthorised transactions that occurred before we were notified;

(d) you **deliberately or with gross negligence (i.e. extremely carelessly) compromised the security of your Card**, or you **fail to use your Card in accordance with these Terms**;

(e) your **Card was lost, stolen or misappropriated** – you will be liable for all unauthorised transactions up to £35 and we will refund the rest of the unauthorised transactions. However, we will refund the full amount if: (i) it was not possible for you to detect the loss, theft or misappropriation before the payment was made (unless you acted fraudulently); (ii) it was caused by our employee or any entity that carried out the payment processing on our behalf; or (iii) the unauthorised transaction occurred after you notified us that the security of your Card had been compromised.

8.4. **We may investigate unauthorised and incorrectly executed transactions.** We will have the right to investigate any transaction reported by you as unauthorised or executed incorrectly. We may ask you to provide us with supporting information and documentation to help us with our investigation and you agree to cooperate with us and provide to us all information and documentation we reasonably require for this purpose. You also agree to cooperate with any authorities involved in our investigation.

8.5. **Can we take back the refund?** If, as a result of our investigation, we discover that the transaction was authorised by you and executed by us correctly, that you have acted fraudulently or that you intentionally or with gross negligence (i.e. extremely carelessly) failed to keep your Card safe, we will deduct from your Available Balance all sums previously refunded to you. If you do not have sufficient Available Balance, we will make a request for immediate payment.

9. MERCHANT REFUNDS AND DISPUTED TRANSACTIONS

- 9.1. **Refunds from merchants.** If we have processed a properly authorised transaction but you later decide to challenge it and request a refund, you should approach the merchant who took your payment and request a refund from them. If they agree to issue you with a refund, they will make a refund request via Visa and we will credit the refund amount to your Available Balance as soon as we receive the funds from Visa.
- 9.2. **Chargebacks in respect of disputed transactions.** If a merchant refuses to issue a refund, we can submit to Visa (or the payment service provider used by the merchant) a request for a chargeback on your behalf in respect of the disputed transaction. If the dispute is resolved in your favour, we will credit the amount of the chargeback to your Available Balance as soon as we receive the funds from Visa. All chargeback claims must be raised within 90 days of the date of the transaction. You will lose your right to request a chargeback if you raise your claim later than within 90 days of the date of the transaction. Unless we are required to process a chargeback request under any applicable laws or regulations, we will be entitled to refuse to process a chargeback request at our sole discretion, for example if you find that you have not provided us with sufficient information to support your request.
- 9.3. **We must receive funds from Visa before we can issue you with a merchant refund or chargeback.** We will not be required to issue any refunds or chargebacks to you if we do not receive the necessary funds from Visa. If we receive less than the amount charged to your Card for the transaction subject to the merchant refund or chargeback, we will only be required to credit your Available Balance by the amount received by us and we will not be liable to you for the difference.
- 9.4. **Refunds, chargebacks and increases to your Available Balance made in error.** If any refund, chargeback or any other amount has been credited to your Available Balance in error (for example if a refund is issued more than once for the same transaction, if it is higher than the transaction value or if you have not requested refund at all), we will be entitled to deduct such amount from your Authorised Balance. You agree to any such deductions being made by us. We will try to notify you before we make any such deductions.
- 9.5. **Refunds when the payment amount was not known at the time you authorised it and it turned out to be much larger than you expected.** If you have authorised a merchant whose payment services provider is based in the UK or EEA to take a payment in GBP or EURO from your Card, you can request a refund if: (a) you were not provided the exact amount to be paid (for example because the transaction related to a hire car or hotel) when you were asked to authorise the payment; (b) the amount charged to your Card was more than you could reasonably have expected to pay in these circumstances (for example if it is disproportionate to your previous spending or the facts surrounding the payment); and (c) you make a refund request within 8 weeks of the date when the payment was charged to

your Card. Within 10 business days of the date when you make your request (or from the date when we ask for clarification or information regarding your refund request) we will either refund the payment in full or tell you the reasons why we do not believe a refund is due to you. However, you will not be entitled to a refund under this paragraph 0 if you have provided your authorisation for the transaction directly to us or if information about the transaction was made available to you by the merchant in the agreed manner for at least 4 weeks before the payment due date.

- 9.6. **You must assist us in relation to any refunds and chargebacks.** If you make a request for a merchant refund or chargeback in respect of a disputed transaction, you will need to cooperate with us fully and provide all information and documentation that may be necessary to support the refund and chargeback process.

10. CANCELLATION RIGHTS

You can cancel your Card at any time. You can cancel your Card at any time via the App. If you do so within 14 days from the date when your application for the Card has been approved by us, you will be entitled to receive a refund of the fee you have paid for your Card.

11. SUSPENSION OF YOUR CARD AND TERMINATION OF THIS AGREEMENT

- 11.1. **We can suspend your Card.** We can suspend your Card in exceptional circumstances, including (but not limited to):
- (a) if we have good reason to suspect that you are behaving fraudulently, you are involved in any unlawful or illegal activity (for example money laundering or terrorist financing), or you are using the Card for any other unlawful purpose;
 - (b) if you commit a serious breach of these Terms (serious breach includes persistent breaches of the requirements of these Terms) and you have not corrected your breach when we asked you to do so and within the timeframe we reasonably requested;
 - (c) your access to the App is suspended by the App Provider;
 - (d) if we have asked you to pay us money you owe us under these Terms and you have failed to do so despite our efforts to remind you about it (normally via email or post, including any communications sent by the App Provider on our behalf);
 - (e) you have been declared bankrupt;
 - (f) if any information provided by you (or someone on your behalf) is false, or if you fail to provide us with information that we reasonably request from you;
 - (g) if we have good reason to believe this is necessary for security reasons (for example any security issues affecting

any card processing facilities or the App Provider); or

- (h) if we believe it is necessary to comply with any law, regulation, guidance, court order or instructions of any regulator or government authority.

11.2. **We can also suspend your Card if you reach any transaction limits or if we suspect unauthorised or fraudulent use of your Card, or if we believe the security of your Card has been compromised.** We can also suspend your Card if you reach any of the transaction limits applicable to your Card, as set out in paragraph 6.9, or if we have good reason to suspect unauthorised or fraudulent use of your Card, or that the security of your Card has been compromised.

11.3. **We will notify you about the reason(s) of suspension.** If we have to suspend your Card for any reason(s), we will notify you of the reason(s), as long as we are allowed to do so in compliance with applicable laws. We will only re-activate your Card if we are satisfied that the reason(s) for suspension is/are no longer applicable.

11.4. **We can terminate this agreement in exceptional circumstances.** We will be entitled to terminate this agreement and your Card in the exceptional circumstances listed in paragraph 0 above. We can also terminate this agreement and your Card if your agreement with the App Provider for the use of the App is terminated for any reason. This is because the use of the App is necessary to manage your Card and communicate with us. We will notify you about the reasons why we decided to terminate this agreement and your Card.

11.5. **When can we terminate this agreement without a reason?** We can terminate this agreement and cancel your Card without giving you any reason if we provide you with at least 60 days' advance notice.

11.6. **Inactive Card.** If your Card remains inactive for a period of 12 months, meaning that no transactions have taken place within such period of time or you have never funded your Card, your Card may be designated by us as inactive and certain features of the Card may be disabled. We can terminate an inactive card and this agreement by providing you with at least 60 days' notice.

11.7. **We will return your funds upon termination of this agreement.** When this agreement is terminated for any reason and your Card is cancelled, we will return the funds associated with your Card to a bank account nominated by you in your Card application. These funds will be returned to you within 60 days, but we will be entitled to deduct any sums due to us under these Terms. If you do not provide us with valid bank account details to make the transfer and request the return of your funds within 6 years from the date of termination of this agreement, we will not be required to return your funds. Please note that any funds transfers may be subject to due diligence checks and may be prevented in exceptional circumstances by applicable laws.

12. LIABILITY

12.1. **When we will not be liable to you.** We will not be liable to you for any loss or damage which:

- (a) was not foreseeable at the time this agreement became binding on us. By 'foreseeable' we mean that, it is something we and you could predict would happen or that is a normal consequence of our non-compliance with these Terms or our failure to use reasonable skill and care;
- (b) was not caused by our breach of these Terms or our failure to use reasonable skill and care
- (c) is related to any business or commercial activity you carry on, and includes any business losses, loss of profit and loss of business opportunity;
- (d) was caused by events outside of our (or our agents' or subcontractors') control which we could not have avoided (for example war or industrial action);
- (e) was caused by your breach of these Terms or any laws or regulations;
- (f) was caused by any third parties (unless we are responsible for the actions of such third parties); or
- (g) was caused by any goods or services purchased using the Card, if any merchant refuses to accept the Card or if any ATM or other cash withdrawal services provider refuses to accept the Card.

12.2. **Our liability for a faulty or damaged Card.** If the Card is faulty or damaged because of something we have done, our liability to you will be limited to an obligation to replace the Card without charging you the replacement fee.

12.3. **Our liability for deductions made by us in error.** If we make any deductions from your Available Balance in error, our liability to you will be limited to an obligation to refund to you the incorrectly deducted amount.

12.4. **Your liability to us.** You will compensate us for any loss or damage we suffer (including any expenses and costs incurred by us, such as legal fees) as a result of your breach of these Terms, if we have to enforce any provisions of these Terms against you (for example if you fail to pay us any sums due to us), or if you are fraudulent in your use of the Card. You will remain liable even after this agreement is terminated.

12.5. **Liability which we do not exclude or limit.** Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

13. COMPLAINTS AND DISPUTES

13.1. **How to submit complaints.** If you are unhappy with anything related to your Card, you should submit your complaints to the App Provider in the



first instance. If the complaint is not resolved to your satisfaction, you can contact us and we will do our best to respond to your complaint within 15 business days, or we will inform you if we need more time or more information from you to help us investigate your complaint. In any event, we will respond to your complaint within 35 business days.

- 13.2. **Complaining to the Financial Ombudsman Service.** If you are not happy with how we have handled your complaint, you can bring your complaint to the Financial Ombudsman Service (by post at Exchange Tower, London E14 9SR, or by telephone at 0800 023 4567). The details about the service offered by the Financial Ombudsman Service can be found at www.financial-ombudsman.org.uk.

14. GENERAL

- 14.1. **Notices and communications.** All notices and communications between you and us will be in English. If we need to notify you of anything, we will normally communicate with you via the App or through the App Provider. We may also use your email address or home address to send you any notifications or communications. You should send all notices or communications via App or contact the App Provider in the first instance. If you need to send a notice or communication to us directly, you can do so by email at escalations@nium.com, by post at 05-132 1 Poultry, London, EC2r 8EJ or via our website at <https://www.nium.com/contact-us>.
- 14.2. **Transfer of rights and obligations under this agreement.** You are not allowed to transfer your rights or obligations under these Terms to anyone without our prior written consent. We may transfer our rights and obligations under these Terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 14.3. **Invalid provisions.** If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 14.4. **Taking action when you are in breach of these Terms.** If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 14.5. **Entire agreement.** These Terms set out the entire agreement between us.
- 14.6. **Nobody else has any rights under this agreement.** This agreement is between you and us and nobody else has any rights to rely on or enforce any of these Terms.
- 14.7. **These Terms replace any previous agreements between us.** These Terms supersede (i.e. replace) any previous agreements between us in respect of the Card, including any written or oral agreements relating to the subject matter of these Terms.
- 14.8. **Laws that apply to this agreement.** This agreement and any dispute or claim arising out

of this agreement will be governed by, and interpreted in accordance with, the laws of England and Wales and you and us agree any dispute between you and us may be brought in the courts of England and Wales.

Appendix 1 Restricted Use

You are not permitted to use the Card for any of the following types of transactions:

MCC	MCC Description
4829	Money Transfer - Merchant
5094	Precious Stones and Metals, Watches and Jewellery
5542	Automated Fuel Dispensers (AFD)
5944	Jewellery stores, Watches, Clocks and Silverware Stores
6010	Manual Cash Disbursements
6011	Automated Cash Disbursements
6012	Financial Institutions – Merchandise Services and Debt Repayments
6051	Quasi Cash / Non-Financial Institutions
6211	Investment Firms – Dealers, Brokers
6540	POI Funding Transactions – Stored Value Card purchase / loads
7273	Dating Services
7800	Gambling – Government-Owned Lotteries
7801	Government-Licensed Online Casinos (Online Gambling)
7802	Government-Licensed Horse/Dog Racing
7995	Betting
9406	Government-Owned Lottery (Specific Countries)

Appendix 2 – Fees

Description	Amount (GBP or %)
FX (applicable where the transaction currency is different from the currency held in the Prepaid Card)	0.5%
Fraudulent Chargebacks	£50