



CUSTOMER TERMS & CONDITIONS PRIME RELOADABLE CARDS

Please note: The current version of the Terms and Conditions appears at www.idtprime.com/reloadable-terms.aspx on the Prime Card Website. The version set out below (dated October 2007), is for illustrative purposes only, and may be out of date.

1. Your Card

- 1.1 Your Card is a prepaid electronic money (e-money) payment card. It is not a credit card.
- 1.2 You may Reload your Account with value (e-money) either at any designated outlet, upon presentation of your Card, or (once the service is available) via our website www.idtprime.com. A Reloading Fee applies. See our website or call Customer Services on **0870 144 0280** for current information on designated outlets and other information concerning Reloading your Account. It is your responsibility to ensure that you Reload the correct Account. When you Reload at an outlet, you should request and keep the receipt which confirms the Reload.
- 1.3 Unless we inform you otherwise (for example, if you only qualify for a Card with lower limits), you may Reload your Account up to 2 times daily with a minimum per Reload of £10 and a maximum per Reload which depends on the method of Reload but will not exceed £2500, provided that the balance on your Account never exceeds £5,000 and the total Reloaded on your Account in a calendar year does not exceed £25,000. We reserve the right to vary these limits and to decline any Reload at any time and will notify you as soon as is reasonably practical in the circumstances.
- 1.4 The Available Funds on your Account will not earn any interest.
- 1.5 As your Card is a prepaid card and not a credit card, you must ensure that you have sufficient Available Funds loaded on your Account to pay for each purchase, payment or cash withdrawal that you make using your Card (including value added tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed with your Card where the Transaction amount exceeds the Available Funds on your Account, you (the Primary Registered Person) must repay us the amount of such excess immediately.
- 1.6 Your rights and obligations in relation to your Card and Account are as set out in this Agreement. This Agreement does not give you any rights against MasterCard International, its affiliates or any third party.
- 1.7 The Card remains our property at all times.
- 1.8 Only persons over 18 years of age are entitled to register for an upgraded Account. However, if you are the Primary Registered Person you may allow the Card and Account to be accessed by your own child (or a child of whom you are the legal guardian) who is between 13 and 18 years of age in accordance with Condition 2.7 or 2.8. However, Transactions by persons under 18 years of age may not be allowed by some Merchants.

2. Use of your Card

- 2.1 You can use your Card up to the amount of the Available Funds to enter into Transactions at Merchants displaying the MasterCard acceptance mark, including Transactions with Merchants over the internet, by phone or mail order. If the Available Funds are insufficient to pay for the Transaction, some Merchants will not permit you to combine use of the Card with other payment methods, e.g. cheque, cash or another payment card.
- 2.2 If you have been issued with a New Card, it can be used to make cash withdrawals from ATMs and banks who agree to provide this service, up to a total of £500 per day (subject to any maximum set by the relevant ATM operator or bank), unless we inform you otherwise. You will not be able to use your Original Card in this way unless your Original Card permits cash withdrawals.
- 2.3 The value of each Transaction and the amount of any fees or charges payable by you under this Agreement will be deducted from the Available Funds.
- 2.4 In order to protect you and us from fraud, Merchants and ATM operators will seek authorisation before processing any Transaction. If a Merchant or ATM operator is unable to get an online authorisation from us, he may not be able to authorise your Transaction.
- 2.5 We may refuse to authorise any use of your Card which would or could breach these terms and conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other offence with the use of, or in connection with, your Card or Account.
- 2.6
 - (i) A Transaction Fee is payable in respect of each Transaction (other than a cash withdrawal).
 - (ii) A Cash Withdrawal Fee is payable in respect of cash withdrawals made using your Card. Your withdrawal may also be subject to any applicable fees, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.
- 2.7 If you are the Primary Registered Person, you may allow your Original Card and Account to be operated by your own child (or a child of whom you are the legal guardian) who is between 13 and 18 years of age provided you have previously successfully registered his details with us, and subject to you providing him with a copy of these terms and conditions (which will then bind both of you) and the Card then being used only by that child. You will not be able to register your child's details for this purpose if you have already been sent a New Card. You (the Primary Registered Person) will remain responsible for the use of the Card and the Account, and for any fees and charges incurred by your child, and you will continue to be regarded as the holder of any e-money already or subsequently loaded on the Account.
- 2.8 If you are the Primary Registered Person, you may apply to us to have a Second Cardholder registered for your Account. If you successfully register, we will send you a New Card, for which we will charge a New Card Fee. Upon receipt of the New Card, you may give the New Card to the Second Cardholder for his use, subject to (i) you providing him with a copy of these terms and conditions (which will then bind both of you) (ii) the New Card then being used only by that person (iii) you retaining the other Card and

- (iv) you informing the Second Cardholder that you have retained the other Card and that you are still able to use the Account. You (the Primary Registered Person) will remain responsible for the use of the Cards and the Account, and for any fees and charges incurred by the Second Cardholder, and you will continue to be regarded as the holder of any e-money already or subsequently loaded on the Account. The use of a Card in relation to which a Second Cardholder has been registered will be regarded as confirmation that you have provided the Second Cardholder with these Terms and Conditions and he has accepted them. Children under 18 may not be registered as a Second Cardholder, unless they are over 13 and you (the Primary Registered Person) are the child's parent or legal guardian.
- 2.9 If you have been issued with a New Card, then (unless you have successfully registered a Second Cardholder in accordance with Condition 2.8) you must destroy your Original Card immediately, unless we inform you otherwise.
- 2.10 Your ability to use or access your Card and Account may occasionally be interrupted, for example if we need to carry out maintenance on our systems. Please call Customer Services on **0870 144 0280** to notify us of any problems you are experiencing using your Card and we will use reasonable endeavours to deal with the problem.

3. Special use of your Card

- 3.1 In some circumstances we or Merchants may require you to have Available Funds in excess of the Transaction amount. For instance, at restaurants you may be required to have 20% more on your Card than the value of the bill to allow for any service charge added by the restaurant.
- 3.2 In some circumstances Merchants may require verification that your Available Funds will cover the Transaction amount and initiate a hold on your Available Funds in that amount.
- 3.3 You will not be able to use your Card at "pay-at-pump" petrol pumps. However, you will normally be able to use your Card to pay for petrol by presenting the Card to the kiosk or to a service station attendant.
- 3.4 If you have indicated to us that you will be giving a Card to your child who is under 18, we will endeavour (at your request) to prevent the Card and Account being used for Transactions involving certain unsuitable categories of goods or services.
- 3.5 Some Merchants may not accept your Card. It is your responsibility to check the position with each Merchant. We accept no liability if a Merchant refuses to accept your Card.

4. Card Details, PIN and Accessing your Account Details

- 4.1 You should keep a record of your Card number, in case you lose it.
- 4.2 The user of the Card must sign the signature strip on the Card immediately when received. In the case of cards which you are allowing your child to use and Second Cardholders, you must ensure that you do not sign a Card unless you are the intended user.
- 4.3 If your Card permits cash withdrawals (see Condition 2.2), we will provide the Primary Registered Person by post or email with a Personal Identification Number (PIN) for use with your Card. You will need this PIN in order to make cash withdrawals from an ATM or at a Bank. If you forget your PIN, you should call Customer Services for a replacement PIN, which will be sent out to the Primary Registered Person.
- 4.4 You (the Primary Registered Person) will also have received an Account Code with your Original Card. You will need this Account Code to perform the following functions in relation to your Card or Account (except in some cases where functions (a), (b), (c) and (d) are performed via Customer Services):
 - (a) changing your registered details;
 - (b) checking the amount of Available Funds;
 - (c) checking Transaction details;
 - (d) transferring your Available Funds to a new card account (see Condition 8);
 - (e) reporting your Card as lost or stolen.
 - (f) Requesting SMS Text Balance Services
 - (g) Changing your Account Code
- 4.5 For security purposes, you must keep your Account Code safe, and separate from your Card or any record of your Card number. Failure to do so will be treated as gross negligence and will affect your ability to claim any losses.

5. Registered Information and Customer Identification

- 5.1 If you enter into Transactions over the internet, some websites require you to enter your name and address. In such cases you should supply the most recent address which has been registered with us by the Primary Registered Person as the Account address.
- 5.2 The Account address is also the address to which we will send any correspondence, and must always be a UK address.
- 5.3 You (the Primary Registered Person) must notify us within 7 days of any change in the Account address or your other contact details. You can notify us by contacting Customer Services, who may require you to confirm such notification in writing. You will be liable for any loss or fraud that directly results from any failure to notify us of such a change. We may need to verify your new Account address.
- 5.4 We reserve the right at any time to satisfy ourselves as to your identity and home address (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering.

6. Safeguarding your Card

- 6.1 The Card and Account may only be used by the Primary Registered Person or, where a Card has (in accordance with these terms and conditions) been either
 - (i) passed to your child to use or (ii) given to a person for use as a second cardholder, by that person. You must not give the Card to any other person or allow any other person to use the Card or Account. You must keep the Card in a safe place, and not use the Card on a website in circumstances where the website's security is in doubt.
- 6.2 You must keep your PIN safe at all times. This includes:
 - (i) memorising your PIN as soon as you receive it, and destroying the letter or email in which it was sent to you immediately. If you need to write down your PIN in order to help you remember it, you must make sure it is well disguised
 - (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 (and ensuring that any Second Cardholder does the same), including by not using your PIN if anyone else is watching
 - (iv) not disclosing your PIN to any person, except that you may

- disclose the PIN orally (but not in writing) to a person authorised (by Conditions 2.7 or 2.8 of these terms and conditions) to use your Card or Account.
 - NEVER COMMUNICATE YOUR PIN TO ANYONE IN A WRITTEN FORM.** Failure to comply with this condition 6.2 will be treated as gross negligence and will affect your ability to claim any losses.
 - 6.3 You must not disclose your Account Code to anyone else. You must take all reasonable steps to prevent anyone else from learning your Account Code. If you believe that someone else knows your Account Code, you should contact us immediately in order to change your Account Code.
 - 6.4 If you suspect that someone who is not authorised to use your Card or Account knows your PIN, you should contact us immediately and we will issue the Primary Registered Person with a new PIN.
 - 6.5 You agree to indemnify and hold us harmless against any fraudulent use made of your Card or Account by you or any person authorised by you.
 - 6.6 If you act without reasonable care and this causes losses, you will normally be responsible for such losses.
 - 6.7 Once your Card has expired or if it is found after you have reported it as lost or stolen (or – if there is a Second Cardholder – in any case where the Account's other Card has been reported as lost or stolen) you should destroy your Card by cutting it in two through the magnetic strip.
- ### 7. Keeping you Informed
- 7.1 We will not send you a statement. However, you (the Primary Registered Person) can check your Available Funds and Transaction history at any time by calling us on **0870 144 0280** or by visiting our website www.idtprime.com and supplying your Account Code. This service is free but all telephone calls are charged at the national calling rate (if using a BT landline).
 - 7.2 We also offer an optional SMS Text Balance Service, which allows you to receive an SMS text showing your current balance every evening, provided at least one Transaction or reload has taken place in relation to your Account during the previous 24 hours. You can register for this service on our website www.idtprime.com. If you choose to register for this service, a monthly SMS Text Balance Fee will be deducted from your funds at the beginning of each month for the duration of the period for which you remain registered for this service.
- ### 8. Transferring to another Card account
- You may be able to transfer your Available Funds (provided they do not exceed £20) from your Account to the account of a new activated Prime card that you have purchased, by visiting our website at www.idtprime.com, provided that the total cumulative value of e-money loaded on the new card account (after transfer) does not exceed £500 (unless we inform you otherwise). We will charge an Available Funds Transfer Fee for transferring your e-money.
- ### 9. Cancellation of your Card(s) and Account
- 9.1 If you are the Primary Registered Person and you wish to cancel the Card(s) and Account at any time, you must call Customer Services on **0870 144 0280** informing them of your wish to cancel and to claim a refund of monies (Customer Services will then suspend all further use of your Card(s) and Account).
 - 9.2 Once we have received all the necessary information from you and all Transactions and applicable fees and charges have been processed we will refund to you (the Primary Registered Person) any Available Funds less any fees and charges payable to us, provided that:
 - (a) your Available Funds are greater than the pounds sterling equivalent of €10 (10 Euros);
 - (b) we do not have reasonable grounds to believe that you have acted fraudulently; and
 - (c) we are not required to withhold your Available Funds by law or regulation, or at the request of the police, a court or any regulatory authority.We will charge a Balance Reclaim Fee. Once your Card(s) and Account have been cancelled, it will be your responsibility to destroy your Card(s).
 - 9.3 If, following reimbursement of your Available Funds, any further Transactions are found to have been made or charges or fees incurred using the Card(s), we will notify you (the Primary Registered Person) of the amount and you must immediately repay to us such amount on demand.
 - 9.4 We will transfer the Available Funds, less any deductions referred to above, to you (the Primary Registered Person) by cheque or telegraphic transfer (less any bank charges) to your nominated bank account in your name. We may in our discretion transfer the Available Funds to you by another payment method.
 - 9.5 **Your right to withdraw**
 - (a) You (the Primary Registered Person) have a period of 14 days beginning on the date of the successful registration of your Account to become Reloadable, to withdraw from this agreement and cancel the Card(s) and Account, without any penalty or charge. You must contact us within this 14 day period and inform us that you wish to withdraw from this Agreement. If so, we will cancel the Card(s) and Account and reimburse the amount of Available Funds on the Account to you (the Primary Registered Person). However, we reserve the right to hold available funds for up to 20 business days from receipt of your instructions before returning the balance, to ensure that details of all transactions have been received.
 - (b) After this 14 day period, you may only cancel the Card(s) and Account as described in Conditions 9.1 to 9.4 above.

10. Expiry of your Card and funds on the Account

- 10.1 Your Card has an expiry date printed on it. This date will always be at least one year after the date on which the Original Card was purchased. Your Card will expire on the expiry date. If a Card expires before your Available Funds are exhausted, you (the Primary Registered Person) can contact us on **0870 144 0280** to request a replacement Card, provided you do so within 90 days of the expiry date (or by the date 12 months after the most recent loading of funds on the Account which took place prior to the expiry date, if this is later). We will then issue you with a replacement Card against payment of a Card Replacement Fee (NB we can also issue a replacement Card for a Second Cardholder). Alternatively you (the Primary Registered Person) can redeem the Available Funds on the expired Card in accordance with Condition 9, provided you do so within 90 days of the expiry date (or by the date 12 months after the most recent loading of funds on the Account which took place prior to the expiry date, if this is later). You may not use your Card(s) after the expiry date.

- 10.2 The value (e-money) on your Account will no longer be valid once 90 days have elapsed after the expiry date shown on your Card, and 12 months have passed since the most recent loading of funds on your Account. If you fail to request a replacement Card and fail to redeem the Available Funds within 90 days of the expiry date (or by the date 12 months after the most recent loading of funds on the Account which took place prior to the expiry date, if this is later), you will no longer be able to redeem or use any unused value remaining on the Account.
- 10.3 We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If we do so, Condition 10.2 will not apply. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee.

11. Ending the Use of your Card and Account

- 11.1 We may end or suspend, for such period as may reasonably be required, the use by you of your Card and Account at any time, without prior notice:
- in the event of any fault or failure in the data information processing system;
 - if we reasonably believe that you have used or are likely to use your Card or Account, or allow them to be used, in breach of these terms and conditions or to commit an offence or that any Available Funds on your Account or the account of any other Card issued by us to you may be at risk;
 - if we suspect that you or a Second Cardholder have provided false information
 - where we have serious grounds for doing so.
- If we end the use by you of your Card and Account, we will then be able to refund your Available Funds to you (the Primary Registered Person), against proof to our satisfaction of your identity, unless we are required to withhold the Available Funds by law or regulation or at the request of the police, a court or any regulatory authority.
- 11.2 If any Transactions are found to have been made or charges or fees incurred using your Card after any action has been taken by us under Condition 11.1, you (the Primary Registered Person) must immediately repay such amounts to us.

12. Loss or Theft of your Card

- 12.1 You should treat your Card like cash in your wallet and look after it accordingly. If you lose your Card or it is stolen, you may not be able to recover the funds (e-money) on your Account, in just the same way as you would usually not be able to recover cash which you lose or which is stolen from you.
- 12.2 If your Card is lost or stolen or if you think someone is using your Card or your Account without your permission or if your Card is damaged or malfunctions:
- you must contact us immediately on **0870 144 0280**;
 - you must provide us with your Card number and either your Account Code or some other identifying details acceptable to us so that we can be sure we are speaking to you;
 - provided we have obtained the Primary Registered Person's consent to close the Account, we will then provide the Primary Registered Person with a new Card with a corresponding new Account loaded with an amount equivalent to your last Available Funds, unless we are required to withhold your Available Funds by law or regulation or at the request of the police, a court or any regulatory authority.
- 12.3 You (the Primary Registered Person) will be liable for any Transactions that take place prior to your notifying us (whether or not they were made with your permission) and these will reduce the Available Funds on your Account. Once we have been notified of the loss or theft, we will suspend the Card(s) and Account as soon as we are able, to limit any further losses. We can only take steps to prevent unauthorised use of the Card(s) and Account if you can provide us with the Card number and Account Code or if you can produce sufficient details to identify yourself and the relevant Account.
- 12.4 If we decide to refund any Available Funds to you (the Primary Registered Person), this will be paid to you in accordance with Condition 9.4. We will charge you a Balance Reclaim Fee.
- 12.5 Replacement Cards will be posted to the most recent Account address registered by the Primary Registered Person. A Card Replacement Fee will be charged.
- 12.6 If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately notify us on **0870 144 0280**.
- 12.7 You agree to help us, our agents and the police if your Card is lost, stolen or if we suspect that the Card or Account is being misused.

13. Fees and Charges

- 13.1 Our fees and charges are set out in the Table below and are variable (see Condition 18.1).

Type of fee	Fee
Reloading Fee	2% of value of reload (subject to minimum of 80p)
Transaction Fee	2% of Transaction amount (subject to a minimum of 50 pence and a maximum of £1)
Cash Withdrawal Fee:	
ATMs in the UK	75p
Foreign ATMs	£1.50
Foreign Exchange Charge	2.95% (of Transaction amount)
SMS Text Balance Fee (optional)	25p per month
Account Dormancy Fee (only applicable if no Transaction takes place for 3 months – see Condition 13.2)	£2.95 per month
Available Funds Transfer Fee	£1
Balance Reclaim Fee	£10
Card Replacement Fee	£5
New Card Fee (reloadable cards)	£5
Investigation Fee	£30

- 13.2 Your Account is subject to a monthly Account Dormancy Fee in relation to any period of at least three months during which no Transaction takes place. Such fee will automatically be deducted from the Available Funds after the first three months of such period have passed, and then monthly for as long as no Transaction takes place.
- 13.3 We will charge a Cash Withdrawal Fee for each cash withdrawal. Please note that in some cases, the operator of an ATM may charge its own fee for the use of the ATM, which fee will also be deducted from the Available Funds.

- 13.4 We will charge a Transaction Fee for each Transaction (other than cash withdrawals).
- 13.5 If you use your Card for Transactions in a currency other than Pounds Sterling (£), the amount deducted from your Available Funds will be the Transaction Amount converted to Pounds Sterling using a rate set by MasterCard on the day we receive details of that Transaction. You will also be charged a Foreign Exchange Charge.
- 13.6 We will deduct any value added tax, and other taxes, charges and fees due by you to us from the Available Funds. If there are no Available Funds, or value added tax and other taxes, charges and fees incurred exceed the Available Funds, you must pay us the excess immediately.

14. Our liability

- 14.1 Any liability on our part 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:
- We shall not be liable if you are unable to use your Card or Account as set out, or for any reason stated, in Conditions 2.2, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4 and 3.5 or by reason of the loss or theft of or damage to the Card or any malfunction or inability to use the Card on grounds beyond our reasonable control;
 - We shall not be liable for any fault or failure beyond our reasonable control relating to the use of your Card or Account, including but not limited to, a lack of Available Funds or fault in or failure of data processing systems;
 - We shall not be liable if a Merchant refuses to honour a Transaction or fails to cancel an authorisation.
 - We shall not be liable for the goods or services that you purchase with your Card.
 - We shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - Where your Card is faulty due to our default, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Funds;
 - Where sums are incorrectly deducted from your Available Funds due to our default, our liability shall be limited to payment to you of an equivalent amount; and
 - In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds.
- 14.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury.
- 14.3 In the unlikely event that we become insolvent, your Card(s) and the Available Funds on your Account may lose their value and become unusable, and accordingly you may lose any e-money loaded onto your Account.

15. Disputes

- 15.1 If you (the Primary Registered Person) believe that a deduction has been made from your Available Funds by mistake, you should contact us on **0870 144 0280** immediately and in any event within 30 days of the relevant Transaction or deduction. You must then confirm the disputed Transaction by writing to Customer Services at **IDT Financial Services Limited, PO Box 1374, Gibraltar or customerservices@idprime.com**, setting out full details of the Transaction and your reason for disputing it. Provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you with any dispute so far as is reasonably practicable.
- 15.2 It is important that you have taken the precautions set out in these terms and conditions, in particular keeping your Card, Account Code and PIN number (if you have been provided with one) safe. We reserve the right not to refund sums to you if we reasonably believe that you have not acted in accordance with these terms and conditions.
- 15.3 You must provide us with all receipts and information that are relevant to your claim.
- 15.4 If our investigation shows that we have incorrectly deducted money from your Available Funds, we shall refund the amount to your Card Account. Refunds below £50 are at our sole discretion. Until our investigation is complete the disputed amount will be unavailable to spend. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Funds. If you do not have sufficient Available Funds, you must repay us the amount immediately.
- 15.5 We reserve the right to charge you an Investigation Fee for investigating your claim.
- 15.6 If there is an un-resolvable dispute in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction and will have to resolve this directly with the relevant Merchant.

16. Complaints

- 16.1 If you are unhappy with any aspect of our services, please contact our Customer Services at **Customer Services, IDT Financial Services Limited, PO Box 1374, Gibraltar or customerservices@idprime.com**.
- 16.2 All complaints will be dealt with in accordance with our complaints procedure, a copy of which will be sent to you on request.

17. Use of your information

- 17.1 We will process personal data given to us in connection with your Account in order to administer your Account and provide you with services relating to the Account.
- 17.2 We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering regulations. A record of our enquiries may be left on your file. A list of the organisations we use for this purpose is set out on our website at **www.idprime.com**.
- 17.3 We may provide personal data supplied by you to certain named third parties (including data processors) whose details are set out on our website at **www.idprime.com** for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union where different data protection standards may apply (currently we only export to IDT Corporation in the USA). We may also disclose your personal data as required by law or any competent authority.
- 17.4 We may also use personal data supplied by you in connection with this Agreement to provide you with information about our goods and services. If you do not wish to receive this information, please contact Customer Services on **0870 144 0280**.
- 17.5 You have the right to receive certain information concerning the personal data we hold about you (on payment of a fee), and to

rectify such data where it is inaccurate or incomplete. Please contact Customer Services for further details.

18. Changes to the Terms and Conditions

We may update or amend these terms and conditions (including our fees and the figures appearing in Conditions 1.3, 8 and 13.1) by posting details of such changes on our website **www.idprime.com**. You should regularly check the website to inform yourself of any such changes. By continuing to use your Card or Account after such changes have taken effect, you are indicating your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using your Card and Account immediately. If you are significantly disadvantaged by any change to the terms and conditions, you may cancel your Card(s) and Account in accordance with our cancellation policy (see Condition 9). In such circumstances, and at our discretion, you will not be charged a Cancellation Fee.

19. Miscellaneous

- 19.1 We may assign our rights or transfer our obligations under this Agreement to any third party. This will not adversely affect your rights or obligations under this Agreement.
- 19.2 We do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person not a party to it, except that MasterCard and its affiliates may enforce any right granted to it under this Agreement.
- 19.3 Any waiver or concession we may allow you will not affect our strict rights under this Agreement.

20. Interpretation

- 20.1 If any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid or unenforceable, it shall be severable from, and shall not affect, any other provision of this Agreement.
- 20.2 In this Agreement:
- the following words have the following meanings:
 - "Account"** – the pre-paid electronic money account associated with your Original Card and (where applicable) your New Card or a replacement Card;
 - "Account Code"** – has the meaning given in Condition 4.4;
 - "Agreement"** – the agreement between you and us incorporating these terms and conditions, as amended by us from time to time;
 - "Available Funds"** – at any given time, the value of unspent funds loaded onto your Account and available to pay for Transactions and fees and charges payable under this Agreement;
 - "Card"** – any or all of the following, as the context permits: (1) an Original Card (2) a New Card and (3) any card provided by us to you as replacement for a Card
 - "Fee"** – a fee payable by the Primary Registered Person, as set out in clause 13.
 - "Merchant"** – a retailer or any other person that accepts cards which display the MasterCard acceptance mark;
 - "New Card"** – any additional Prime card which (i) is issued to you at any time after the successful registration by the Primary Registered Person of an Original Card for an upgrade allowing the Original Card Account to become Reloadable, and (ii) is also associated with that Original Card Account;
 - "Original Card"** – a Prime card previously issued by us as a non-Reloadable card account in respect of which the Primary Registered Person has successfully registered for an upgrade allowing the Account to become Reloadable;
 - "Primary Registered Person"** or **"you (the Primary Registered Person)"** – the person who has applied successfully for an upgrade to a Reloadable Account in relation to any Original Card and its associated Account
 - "Reload"** – to add money to your Account
 - "Transaction"** – (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) (where permitted for a particular Card) a cash withdrawal made using your Card and "Transaction amount" means the purchase price of the Transaction to the extent it is paid for using the Card or the amount of the cash withdrawal;
 - "user"** – the person authorised to use a Card, namely either (i) the Primary Registered Person or (ii) a person under 18 to who has been allowed to use a Card and Account by the Primary Registered Person in accordance with these Terms and Conditions or (iii) a person who has been registered with us as a Second Cardholder;
 - "we", "us" or "our"** – IDT Financial Services Limited of 57-63 Line Wall Road, Gibraltar including its successors and assigns; and
 - "you" or "your"** – the Primary Registered Person and/or, where a person under 18 has been allowed to use a Card and Account by the Primary Registered Person in accordance with these Terms and Conditions or a Card has been provided to another person for use as a second cardholder, that person (as the context permits).
 - Words in the singular number shall include the plural and the reverse; words in one gender shall include the other genders. Headings are for convenience only and shall not affect the meaning of any provision.
- 20.3 This Agreement shall be interpreted in accordance with the laws of England and Wales.

21. Regulation

The Gibraltar Deposit Guarantee Scheme does not cover e-money issued by us or claims made in connection with our issuing e-money. There is no scheme to compensate holders of e-money issued by us in cases where we are unable to satisfy claims against us in relation to e-money.