

To the Retailer: Please keep this copy and show to customers on request.

The Prime Prepaid MasterCard® Customer Terms and Conditions

PLEASE NOTE – This version of the Terms and Conditions is for information purposes only, and may have been updated since it was printed. The current version of the Terms and Conditions may be found on our website at www.idtprime.com. Any questions, Customers should call **0870 144 0280**.

1. Your Card

1. Your Card
- 1.1 Your Card is a prepaid electronic money ("e-money") payment card. It is not a credit, charge or debit card.
- 1.2 When you purchase your Card at a retail store, the retailer will load it with the amount of e-money that you purchase, subject to the available denominations as well as a maximum of £150 (or less, if we so require) and a minimum of £10. When you purchase a card via our website, which may be found at idtprime.com, the maximum load is £500. The money loaded onto your Card is then available for you to spend once you activate your Card.
- 1.3 You cannot load additional sums onto your Card after you have purchased your Card (except via balance transfer - see Condition 8), and you must not attempt to do so. You can, however, purchase more Cards. Also, you may be able to upgrade your Card to a Prime reloadable card (subject to the applicable Consumer Terms & Conditions). The Card is not suitable for recurring payments, direct debits or standing authorisations unless upgraded to a Prime reloadable card.
- 1.4 The Available Funds on your Card will not earn any interest.
- 1.5 As your Card is a prepaid card and not a credit or charge card, you must ensure that you have sufficient Available Funds on your Card to pay for each purchase or payment that you make using your Card (including value added tax and any other taxes, charges and fees that are applicable).
- 1.6 Your rights and obligations in relation to your Card are as set out in this Agreement. This Agreement does not give you any rights against MasterCard International, its affiliates or any third party. By using this Card you agree to this Agreement.
- 1.7 The Card remains our property at all times.
- 1.8 Only persons over 18 years of age are entitled to purchase the Card. Once purchased, the Card may be given to another person, including a child between 13 and 18 years of age (but not younger). However, Transactions by such a child 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 by 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 You cannot use your Card to make cash withdrawals, whether from ATMs, banks, shops, or otherwise. You will also be unable to use your Card with some Merchants who provide services which include the remittance of money or other services involving cash.
- 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 will seek authorisation before processing any Transaction. If a Merchant 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 Consumer Terms & 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.
- 2.6 A Transaction Fee is payable in respect of each Transaction.
- 2.7 You may gift the Card to another person subject to providing them with a copy of these Consumer Terms & Conditions and subject to the Card then being used only by the Donee. For the purposes of this Agreement, you are deemed to consent to all Transactions that are consented to by the Donee. If the Donee is an adult, these Consumer Terms & Conditions shall bind both you and the Donee and shall be interpreted accordingly. You cannot gift the Card to a child below 13 years of age. You will remain solely bound under these Consumer Terms & Conditions if the Donee is a child under the age of 18 on the date of the gifting of the Card.
- 2.8 You consent to each Transaction made using the Card by following the instructions provided by the Merchant to authorise the Transaction.

- Such consent cannot be withdrawn.
- 2.9 Funds to cover an authorised Transaction will be paid by us over to the Merchant Acquirer the next business day after receipt of the relevant instruction where the Merchant Acquirer is located within the European Economic Area, otherwise the funds will be paid over as soon as reasonably practicable (subject to circumstances beyond our control).
 - 2.10 You agree:
 - (a) to use the Card in accordance with the Consumer Terms & Conditions; and
 - (b) to notify us, without any undue delay, on becoming aware of the loss, theft or misappropriation of the Card, or its unauthorised use (see Condition 12).

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 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 at the kiosk or to a service station attendant.
- 3.4 In countries outside the UK, 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. Activating your Card and Accessing your Account Details

- 4.1 You should make a record of your Card number immediately upon receipt, in case you subsequently lose it.
- 4.2 The User must sign the signature strip on the Card immediately.
- 4.3 Before you can use your Card for the first time, you must activate it. You can do so by calling us on **0800 458 7150** and, when prompted, you must enter your Card number and the Account Code.
- 4.4 You will receive an Account Code with your Card. You will need this Account Code to activate your Card, and to perform the following functions in relation to your Card or Account:
 - (a) registering your details;
 - (b) checking the amount of Available Funds;
 - (c) checking Transaction details;
 - (d) transferring your Available Funds to a new Card (see Condition 8);
 - (e) cancelling your Card (see Condition 9.1); and
 - (f) reporting your Card as lost or stolen (see Condition 12).

Please note that the Account Code is not a personal identification number ("PIN") to be used for ATMs.

- 4.5 In some countries, including the USA, Merchants may ask you to enter a four digit PIN to complete your Transaction. In such cases, you should inform the Merchant that no PIN was issued with your Card, and offer to provide your signature instead (although this may not be accepted, in which case you cannot use your Card with that Merchant).
- 4.6 For security purposes, you should keep your Account Code safe, and separate from your Card or any record of your Card number. We will not incur any liability if you fail to do so.
- 4.7 If you lose or forget your Account Code before you register your Card, we cannot issue you with a replacement Account Code. You should, however, continue to be able to use your Card for Transactions with most Merchants.
- 4.8 You may request that we send you a copy of the current Consumer Terms & Conditions.

5. Registration

- 5.1 It is necessary for you to register your Card so that we may provide you with information you are entitled to by law. Furthermore, if you want to enter into Transactions over the internet, some websites require you to enter your name and address; and in order for your Card to work on these websites, you will have to register your name and address with us. You can register either free of charge at idtprime.com or by telephoning us on **0870 144 0280**. We will charge a Registration Fee if you register by telephone.
- 5.2 We will ask you to quote your Card number, your Account Code and the day, month and year of your birthday in order to register your details.
- 5.3 We reserve the right at any time to satisfy ourselves as to your identity and home address for the purposes of preventing fraud and/or money laundering by requiring you to provide us with information (for example, by requesting relevant original documents). We may also conduct electronic searches regarding your identity and home address, these searches may result in a search footprint which could be accessed by

other financial institutions.

6. Safeguarding your Card

- 6.1 The Card may only be used by the purchaser of the Card or, where the Card has been gifted to another person, by that person. You must not allow any other person to use your Card.
- 6.2 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.
- 6.3 If you believe that someone else knows your Account Code and has or may be able to access your Card number, you should contact us immediately on **0870 144 0280** and we will issue you with a new Card, loaded with your latest Available Funds (less a Card Replacement Fee), and a new Account Code.
- 6.4 You agree to indemnify and hold us harmless against any fraudulent use made of your Card by you or any person authorised by you.
- 6.5 If you act fraudulently and this causes losses, you will normally be responsible for such losses.
- 6.6 Once the Available Funds have been spent or the Card has expired or if it is found after you have reported it as lost or stolen, you should destroy the Card by cutting it in two through the magnetic strip.

7. Keeping you Informed

We will not send you a statement. However, you can check your Available Funds and Transaction history at any time by visiting our website at idtprime.com or calling us on **0870 144 0280**, and entering your Account Code. This service is free but all telephone calls are charged at the national calling rate (if using a BT landline).

8. Transferring to Another Card Account

If you have registered your Card with us in accordance with Condition 5, you can transfer your Available Funds (provided they do not exceed £20) from your Card to a new activated Card that you have purchased, by visiting our website at idtprime.com, provided that the total cumulative value of e-money loaded on the new Card using this type of transfer does not exceed £500. We will charge an Available Funds Transfer Fee for transferring your money.

9. Redemption and Cancellation

- 9.1 Cancellation
 - 9.1.1 If you wish to cancel your Card and Account at any time, you must return your Card(s) cut in half through the magnetic strip to Customer Services, IDT Financial Services Limited, PO Box 1374, Gibraltar. For the avoidance of doubt, Condition 9.2 as amended by Condition 9.1.2 applies when you cancel your Card and Account. Therefore you must also comply with requirements of Condition 9.2.1 if you wish to redeem any of the funds on your Account.
 - 9.1.2 We do not charge a cancellation fee if you cancel the Card and Account after 12 months from the date you purchased the Card (or otherwise acquired the Card) and you redeem funds from your Card. In such circumstances we do not charge a Redemption Fee but we will deduct an ID Document Processing Fee for processing your identification documents (as specified in Condition 9.2.1(c)). In all other circumstances we will charge a Redemption Fee and an ID Document Processing Fee.
 - 9.1.3 This Agreement will terminate 90 days after the Card and Account are cancelled. The value (e-money) on your Account will no longer be valid once 90 days have elapsed after the cancellation and you will no longer be able to redeem any unused value remaining on the Account.
- 9.1.4 If, following cancellation of your Card and Account, any further Transactions are found to have been made, or charges or fees incurred using your Card, we will:
 - (a) deduct these from your Available Funds (if any); or
 - (b) notify you of the amount and you must immediately repay to us the amount on demand.
- 9.2 Redemption
 - 9.2.1 If you wish to redeem money from your Card and Account at any time (including after the cancellation or expiry of your Card and Account), you must:
 - (a) register your details in accordance with Condition 5 (if you have not already done so);
 - (b) call our Customer Services on **0870 144 0280** informing them of your wish to redeem money from your Card and Account; and
 - (c) write to us at Customer Services, **IDT Financial Services Limited, PO Box 1374, Gibraltar** confirming your request, quoting your Card number and enclosing a photocopy of your passport (i.e. the picture page) and a copy of a recent (less than 3 months old) utility bill bearing your name and address, in each case certified as being a true copy of the original by a suitable professional (for

example, lawyer, accountant, teacher, doctor, police officer, post office official, chemist, local government officer) providing his own contact details.

- 9.2.2 Once we have received all the necessary information from you and all Transactions and applicable fees and charges have been processed, we will provide you with the requested amount of funds ("Requested Funds") less any fees and charges payable to us, provided that:
 - (a) the Requested Funds are greater than the Pound Sterling equivalent of €90 (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.
- 9.2.3 We will transfer the Requested Funds, less any deductions referred to above, to you by bank transfer (less any bank charges) to your nominated UK bank account in your name. We may in our discretion transfer the Requested Funds to you by another payment method. We will charge a Redemption Fee and an ID Document Processing Fee.
- 9.2.4 If, following a redemption of funds, Transactions are found to have been made, or charges or fees incurred using your Card that exceed your Available Funds, we will notify you of the amount of the difference and you must immediately repay to us the amount on demand.

10. Expiry of your Card

- 10.1 Your Card has an expiry date printed on it. It is not possible to purchase a Card less than one year before the expiry date. Your Card will expire on the earlier of the expiry date and the date on which the Available Funds on your Card reach £0.00. If your Card expires before your Available Funds are exhausted, you can contact us on **0870 144 0280** to request a replacement Card, provided you do so within 90 days of the expiry date and have previously registered with us. We will then issue you with a replacement Card against payment of a Card Replacement Fee. Alternatively, you can redeem the Available Funds on your expired Card in accordance with Condition 9, provided you do so within 90 days of the expiry date. You may not use your Card 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. If you fail to request a replacement Card and fail to redeem the Available Funds within 90 days of the expiry date, you will no longer be able to redeem or use any unused value remaining on the Account.
- 10.3 This Agreement will terminate 90 days after the expiry of the Card.
- 10.4 We may terminate this Agreement without notice. Any such termination will cause the Card to expire and you can redeem any Available Funds in accordance with Condition 9. We will not charge you a Redemption Fee but we will deduct an ID Document Processing Fee.
- 10.5 All obligations and duties that either expressly or by their nature extend beyond the termination of this Agreement will continue to be in force after the termination of this Agreement.

11. Blocking your Card and Refusing Transactions

- 11.1 We may block, for such period as may reasonably be required, the use of the Card at any time:
 - (a) for objectively justified reasons related to the security of the Card; or
 - (b) if we suspect the unauthorised or fraudulent use of the Card.
- 11.2 We will inform you of the blocking of the Card and the reasons for the blocking where possible in advance and at the latest immediately after except (i) when prohibited by law, or (ii) for objectively justified security reasons.
- 11.3 We will either unblock the Card or replace it with a new Card loaded with an amount equivalent to your last Available Funds once the conditions for blocking the Card no longer exist. We may charge for a replacement Card if we believe you have acted negligently.
- 11.4 We may refuse any Transaction if we suspect the Transaction:
 - (a) is unauthorised or fraudulent; or
 - (b) will result in any other breach of the Consumer Terms & Conditions.
- 11.5 Except where Condition 11.7 applies, we will notify you of such a refusal, if possible the reason for the refusal, and where relevant the procedure for rectifying any factual error that led to the refusal. We will make no notification of refusal (i) if we are prohibited by law or (ii) where there are objectively justified security reasons for doing so.
- 11.6 We may charge you a Transaction Fee for any refused Transaction that you authorised.
- 11.7 For the avoidance of doubt, we will refuse a Transaction if you have insufficient Available Funds. The refusal of such a Transaction will be our

notice to you that the Transaction has been refused because you do not have sufficient Available Funds for the Transaction.

12. Misuse, Loss or Theft of your Card

- 12.1 You should treat the e-money on 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 e-money on it, in just the same way as you would usually not be able to recover the 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 it without your permission or if your Card is damaged or malfunctions:
 - (a) you must contact us immediately on **0870 144 0280**; and
 - (b) you must provide us with your Card number and either your Account Code or (if you have previously registered) some other identifying details so that we can be sure we are speaking to you, we will then either replace your Card with a new Card loaded with an amount equivalent to your last Available Funds or repay any Available Funds to you, 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 If our records show that there are Available Funds remaining on your Card, we will cancel the Card to limit any further losses. We can only take steps to prevent unauthorised use of your Card if you tell us your Card number and Account Code or if you have previously registered your Card with us and can produce sufficient details to identify yourself.
- 12.4 Replacement Cards will be posted to your registered address only. A Card Replacement Fee will be charged.
- 12.5 If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately notify us on 0870 144 0280.
- 12.6 You agree to help us, our agents or the police if your Card is lost or stolen, or if we suspect that the Card 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	Amount
Available Funds Transfer Fee	£1
Card Replacement Fee	£5
Card Supply Fee	£3 (included in price paid for Card)
Foreign Exchange Charge	2.95% of Transaction amount
Failed Chargeback Fee	£30
ID Document Processing Fee	£5
Insufficient Funds Fee	£5
Monthly Maintenance Fee (after first three months – see Condition 13.2)	£2
Redemption Fee	£5
Registration Fee by telephone (Note – no fee for registration by website)	£1
Transaction Fee	2% of Transaction amount (subject to a minimum of 50 pence and a maximum of £1)

- 13.2 The Card is not intended for long term use (unless upgraded to become a Prime reloadable card - see Condition 1.3). The Card is, therefore, subject to a Monthly Maintenance Fee (which we will automatically deduct from the Available Funds) at the commencement of each month, following the expiry of the first three months after the Card's purchase.
- 13.3 We will charge a Card Supply Fee when you purchase your Card.
- 13.4 We will charge a Transaction Fee for each Transaction.
- 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 daily exchange rate set by MasterCard on the day we receive the 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. We may use debt collection agencies or other third parties to recover the excess.

14. 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:
 - (a) 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 and 3.4.
 - (b) We shall not be liable for any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite all our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems.
 - (c) We shall not be liable for the goods or services that you purchase with your Card.
 - (d) We shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses.
 - (e) Where the Card is faulty due to our fault, our liability shall be limited to replacement of the Card loaded with any Available Funds or, at our choice, repayment to you of the Available Funds.
 - (f) Where sums are incorrectly deducted from your Available Funds due to our fault, our liability shall be limited to payment to you of an equivalent amount.
 - (g) In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds.
 - (h) We shall not be liable for any acts or omissions that are a consequence of our compliance with any national or European Union law.
- 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, the Available Funds may lose their value and become unusable and accordingly you may lose the e-money loaded onto your Card (see Condition 21.1).
- 14.4 You are not permitted to spend more than the Available Funds using the Card. If you do exceed your Available Funds, you are liable for and must pay us immediately the excess funds spent and an Insufficient Funds Fee for each Transaction over your Available Funds (including the first Transaction that takes you over your Available Funds). We may use debt collection agencies or other third parties to recover the amounts owed.
- 14.5 Your liability under this Agreement shall be limited to £50 for unauthorised Transactions that arise from the use of a lost or stolen Card or (if you have failed to keep the security features of the Card safe) the misappropriation of the Card.
- 14.6 You will not be liable for any financial consequences resulting from the use of a lost, stolen or misappropriated Card after notification in accordance with Condition 2.10(b) or if we do not provide appropriate means for such notification, except where you have acted fraudulently.
- 14.7 You will be liable for all Transactions that take place as a result of you acting fraudulently or failing to comply with these Consumer Terms and Conditions with intent or gross negligence. Any such Transactions and any fees and charges relating to such Transactions will be deducted from the Available Funds on your Card.
- 14.8 Subject to Conditions 14.5, 14.6 and 14.7 we will refund to the Account immediately any Available Funds used in any unauthorised Transactions (and - without any undue delay - any Available Funds used in any incorrectly executed Transactions) provided you notify us without any undue delay on becoming aware of any such Transactions and no later than 13 months after the corresponding funds have been deducted from the Card and, where applicable, we will restore your Account to the state in which it would have been had the unauthorised or incorrectly executed Transaction not taken place. Any such refund will not be subject to any fee.
- 14.9 You may claim a refund for a Transaction that you authorised provided that:
 - (a) the authorisation did not specify the exact amount when you consented to the Transaction; and
 - (b) the amount of the Transaction exceeded the amount that you could reasonably have expected it to be (taking

into account your previous spending pattern on the Card, the Consumer Terms & Conditions and the circumstances of this case), such a refund must be requested within eight weeks of the amount being deducted from the Card Account. The refund shall be equal to the amount of the Transaction. Any such refund will not be subject to any fee.

15. Complaints

- 15.1 If you are unhappy with any aspect of our services, please contact our Customer Services by post at IDT Financial Services Limited, Attention: Customer Services, PO Box 1374, Gibraltar, or by telephone on **0870 144 0280**.
- 15.2 All complaints will be dealt with in accordance with our complaints procedure, a copy of which will be sent to you on request. It is important that you have taken the precautions set out in these Consumer Terms & Conditions, in particular keeping your Card, Card number and/or Account Code safe. You must provide us with all receipts and information that are relevant to any complaint against us.
- 15.3 If we are unable to resolve your complaint, you may complain to the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar. Tel +350 200 40283, Fax +350 200 40282, e-mail psdc.complaints@fsc.gi, web www.fsc.gi
- 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 within 10 business days of receiving your complaint. 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 will charge you a Failed Chargeback Fee if a complaint is investigated and it is established that the money in question was correctly deducted from your Card Account.

16. Language, Governing Law and Jurisdiction

- 16.1 This Agreement is in English and all communication between you and us will be in English.
- 16.2 This Agreement shall be interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

17. Use of your Information

- 17.1 We will process personal data given to us in connection with your Card in order to provide you with services relating to the Card.
- 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.
- 17.3 We may provide personal data supplied by you to third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union (in countries where different data protection standards may apply). 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 By activating your card, you acknowledge and agree to our processing of your personal data as set out above.
- 17.6 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 on 0870 144 0280 for further details.

18. Changes to the Customer Terms & Conditions

- 18.1 We may update or amend these Consumer Terms & Conditions (including our fees and the figures appearing in Conditions 1.2, 8 and 13.1) by posting details of such changes on our website idtprime.com. Any such updates or amendments will come into effect two months after first being posted on our website. We will provide you with a copy of the revised Consumer Terms & Conditions at least two months before they are due to take effect by sending it to either the postal address or email address which you have registered with us. By continuing to use the Card after such changes have taken effect, you accept to be bound by the updated or amended Consumer Terms & Conditions. If you do not wish to be bound by them, you should stop using

your Card immediately. If you are significantly disadvantaged by any change to the Consumer Terms & Conditions, you may cancel your Card in accordance with our cancellation policy (see Condition 9). In such circumstances, you will not be charged a fee.

- 18.2 Notwithstanding Condition 18.1, any alterations to interest and/or exchange rates applying to these Consumer Terms & Conditions shall take place with immediate effect and without prior notice.
- 18.3 Notwithstanding Condition 18.1, any alterations to these Consumer Terms & Conditions in order to comply with any requirement of any national or European Union law shall take place with immediate effect and without prior notice to the extent permitted by law.

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 or restrict our rights under this Agreement.
- 19.4 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. Interpretation

- 20.1 In this Agreement:
 - (a) the following words have the following meanings:

<ul style="list-style-type: none"> "Account" "Account Code" "Agreement" "Available Funds" "Card" "Donee" "Merchant" "Merchant Acquirer" "Transaction" "Transaction amount" "User" "we", "us" or "our" "you" or "your" 	<ul style="list-style-type: none"> the electronic money account associated with your Card under this Agreement; has the meaning given in Condition 4.4; the agreement between you and us incorporating these Consumer Terms & Conditions, as amended by us from time to time in accordance with Condition 18; 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; a Prime payment card issued to you together with these Consumer Terms & Conditions or any replacement card issued; the person to whom you gift the Card; a retailer or any other person that accepts cards which display the MasterCard acceptance mark including e-merchants; the payment service provider of the Merchant; 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; the payment amount or the purchase price of the goods or services made or bought (wholly or partially) using the Card in the Transaction; the person authorised to use the Card, namely either the purchaser of the Card or the person to whom it has been gifted; IDT Financial Services Limited including its successors and assigns; and the purchaser and/or, where the Card has been gifted to another person, the Donee.
--	---
 - (b) Words in the singular number shall include the plural and the reverse and words in one gender shall include the other gender.
- 20.2 Headings are for convenience only and shall not affect the meaning of any provision.

21. Regulation

- 21.1 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.
- 21.2 The Prime Card is issued by IDT Financial Services Limited pursuant to a license from MasterCard International. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office: 57-63 Line Wall Road, Gibraltar. Registered No. 95716.