

## **IDT Prime Consumer Terms & Conditions [Instant Reloadable] – Oct 2011**

### **1. Your Card**

1.1 Your Card is a prepaid electronic money (“**e-money**”) payment card. It is not a credit card.

1.2 When you purchase your Card at a retail store, the retailer will load the Card’s Account with the amount of e-money that you purchase, subject to the available denominations as well as a maximum of £400 (or less, if we so require) and a minimum of £10. When you purchase a Card via our website, which may be found at [www.idtprime.com](http://www.idtprime.com), the maximum load is £800. The money loaded on the Card Account is then available for you to spend.

1.3 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](http://www.idtprime.com). Depending on the method of Reload, a Reloading Fee may apply. Your Reload may not be fully processed until the next working day after payment is made by you, and the balance on your Account will normally not be increased until such processing is complete. See our website or call Customer Services on **0870 144 0289** 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.

1.4 You may Reload your Account up to 5 times daily with a minimum per Reload of £10 and a maximum per Reload which depends on the method of Reload , provided that the total Reloaded on your Account (including the amount loaded on initial purchase of the Card) does not exceed:

- (i) £400 in a single day;
- (ii) £800 within any 28-day period; and
- (iii) £2000 within any 12-month period.

We reserve the right to vary these limits and to decline or suspend any Reload.

1.5 The Available Funds on your Account will not earn any interest.

1.6 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 must repay us the amount of such excess immediately.

1.7 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. By using the Card or registering it (see Condition 5) you agree to this Agreement.

1.8 The Card remains our property at all times.

1.9 Only persons over 18 years of age are entitled to purchase the Card. Once purchased, the Card may be given to another person (see Condition 2.7), 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. This is subject to a maximum Transaction amount of £800 per Transaction. 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 Your Card can be used to make cash withdrawals from ATMs and banks within the United Kingdom who agree to provide this service, up to a total of £120 per day (or £500 per day for cards purchased via our website), but subject to a maximum total of £120 within any 28-day period and £800 in any 12-month period (and any other maximums set by the relevant ATM operator or bank). You will not be able to use your Card in this way for cash withdrawals outside of the United Kingdom. You may 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 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 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 or Account.

2.6 All the parties agree:

(a) A Transaction Fee is payable in respect of each Transaction (other than a cash withdrawal).

(b) 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 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 and Account 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. You are also not permitted to ship the card to India under any circumstances.

2.8 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 0289** to notify us of any problems you are experiencing using your Card and we will use reasonable endeavours to deal with the problem.

2.9 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.

2.10 Funds to cover an authorised Transaction will be paid by us to the Merchant Acquirer on 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).

2.11 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 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.

3.5 If you set up a recurring payment or regular subscription using your Card, you must ensure that there are sufficient Available Funds to cover such payments. We will charge you a Reject Processing Fee if you fail to do so.

#### **4. Card Details, PIN and Accessing your Account Details**

4.1 You should make a record of your 16-digit Card number immediately upon receipt, in case you subsequently lose it.

4.2 The User must sign the signature strip on the Card immediately when received.

4.3 Unless the Card was purchased via our Website, a personal identification number (“**PIN**”) is provided inside the Card packaging, for use with your Card. In the case of Cards purchase via our Website, the PIN for the Card will be sent to you by post. You will need this PIN in order to make cash withdrawals from an ATM or at a Bank, and also to complete most Transactions. If you forget your PIN, you should call Customer Services for either a PIN reminder or a replacement PIN, which will be sent out to you (provided that you have previously registered your Card). You will be charged a PIN Service Fee.

4.4 In some countries, including the USA, a Merchant may ask you to enter a four digit PIN to complete your Transaction, even though the Merchant’s equipment is not designed for use with Chip & PIN payment cards. In such cases, you should offer to provide your signature instead (although this may not be accepted, in which case you cannot use your Card with that Merchant).

4.5 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 user name and address with us. Registration will also allow us to confirm your identity more easily in the future.

5.2 You can register either free of charge at [www.idtprime.com](http://www.idtprime.com) or by telephoning us on **0870 144 0289**. We will charge a Registration Fee if you register by telephone. We will ask you to quote your Card number in order to register your details.

5.3 You may only have one card registered to your name at one time. If you have more than one card registered to your name, we will ask you to cancel any additional cards.

#### **6. Customer Identification**

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.

## **7. Safeguarding your Card and Account**

7.1 The Card and Account 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. 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.

7.2 You must keep your PIN safe at all times. This includes:

(a) Memorising your PIN as soon as you first receive it, and immediately destroying the packaging or letter on which it is printed. If you need to write down your PIN in order to help you remember it, you must make sure it is well disguised. (b) Never writing your PIN on your Card or on anything you usually keep with your Card. (c) Keeping your PIN secret at all times, including by not using your PIN if anyone else is watching. (d) Not disclosing your PIN to any person, except that you may disclose the PIN orally to a person authorised (by Condition 2.7 of these Consumer Terms & Conditions) to use your Card or Account.

Failure to comply with this Condition 7.2 may be treated as gross negligence and may affect your ability to claim any losses.

**NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING.** This includes printed messages, e-mails and online forms.

7.3 If you suspect that someone who is not authorised to use your Card or Account knows your PIN, you should change your PIN immediately. Provided that you have previously registered your details with us, you can do this by contacting us and requesting that we issue you with a new PIN. You will be charged a PIN Service Fee.

7.4 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.

7.5 If you act fraudulently and this causes losses, you will normally be responsible for such losses.

7.6 Once your Card has expired or if it is found after you have reported it as lost or stolen you should destroy your Card by cutting it in two through the magnetic strip.

## **8. Keeping you Informed**

8.1 We will not send you a statement. However, you can check your Available Funds and Transaction history at any time by visiting our website [www.idtprime.com](http://www.idtprime.com) or calling us on **0870 144 0289**, and entering your Card number . We will not charge you for this service, but all telephone calls are charged at the national calling rate (if using a BT landline).

**PLEASE NOTE: The details of your Available Funds and your Transaction history can potentially be accessed via this service by any person (whether or not authorised by you) who knows your Card number.**

However, the service does not permit access to any other information about you (such as your name or address, or any other personal identification details which you have registered with us under Condition 5). Furthermore, if you have registered your Card, the details of your Transactions (but not the amounts of the Transaction) will be password-protected.

8.2 We also offer an optional SMS Text Balance Service, which allows you to receive an SMS text showing your current balance every morning, 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](http://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.

## **9. Cancellation of your Card and Account**

### 9.1 Cancellation

9.1.1 If you wish to cancel your Card and Account at any time, you must return your Card 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 Account. 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 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 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, and your card has not yet been cancelled);
- (b) call our Customer Services on **0870 144 0289** informing them of your wish to redeem money from your 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) we do not have reasonable grounds to believe that you have acted fraudulently; and
- (b) 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, 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 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. However, the value (electronic money) held on your Card will not expire, and you may (at any time after the date which is one month before the expiry date of your Card) contact us to request that we provide you with a new Card loaded with an amount equivalent to your Available Funds (less applicable fees). The Monthly Maintenance Fee will continue to be charged after your Card expires (unless the balance has reached zero), and a Card Replacement Fee will normally be charged if you request a new Card.

10.2 We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee.

10.3 This Agreement will terminate when your Card has expired and your Account has no Available Funds.

10.4 We may terminate this Agreement with two months' notice. The notice will be sent to you using the contact information that you have registered with us. The notice of termination will result in us immediately blocking your Card for the security of your Account. 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 or 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 the Use of your Card and Account and Refusing Transactions**

11.1 We may block, for such period as may reasonably be required, the use of the Card and the Account at any time:

- (a) for any reason related to the security of the Card or the Account; or
- (b) if we suspect the unauthorised or fraudulent use of the Card or the Account.

11.2 We will inform you of the blocking of the Card and the Account and the reasons for the blocking where possible in advance and at the latest immediately after unless prohibited from doing so by law or for security reasons.

11.3 We will either unblock the Card or replace it with a new Card and unblock the Account once the conditions for blocking the Card and the Account 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.
- (c) will result in a breach by you or us or MasterCard of any national or European Law.

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 constitute 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 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:



- (a) you must contact us immediately on **0870 144 0289**; and
- (b) you must provide us with your Card number and some identifying details acceptable to us so that we can be sure we are speaking to you,
- (c) we will then provide you 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 If our records show that there are Available Funds remaining in your Account, we will cancel the Card and Account to limit any further losses. We can only take steps to prevent unauthorised use of your Account if you can produce sufficient details to identify yourself.

12.4 Replacement Cards will be posted to the most recent Account address which you have registered with us. 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 0289**.

12.6 You agree to help us, our agents and the police if your Card is lost or stolen or if we suspect that the Card or Account is being misused.

### 13. Fees and Charges

<b>Type of fee</b>	<b>Fee</b>
Reloading Fees	At UK Post Office® branches: Reload of £100 or more: FREE Reload of less than £100: 49p per load At PayPoint & epay Outlets: 2% of value of reload (subject to 80p minimum)
Transaction Fee	2% of Transaction amount (subject to a minimum of 50 pence and a maximum of £1)
Cash Withdrawal Fee:	75p
Foreign Exchange Charge	2.95% (of Transaction amount)
Insufficient Funds Fee	£5
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
Card Supply Fee (Included in price paid for Card)	£5
Registration Fee by Telephone (no fee if you register via our website)	£1
Card Replacement Fee	£5
PIN Service Fee	50p
Reject Processing Fee	£5

Failed Chargeback Fee	£30
ID Document Processing Fee	£5
Redemption Fee	£5

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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 or Reload 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 or Reload takes place.

13.3 We will charge a Card Supply Fee when you purchase your Card.

13.4 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.

13.5 We will charge a Transaction Fee for each Transaction (other than cash withdrawals).

13.6 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.

13.7 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 2.1, 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 or Account 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 if a Merchant refuses to honour a Transaction or fails to cancel an authorisation.
- (d) We shall not be liable for the goods or services that you purchase with your Card.
- (e) We shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses.
- (f) Where your Card is faulty due to our fault, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Funds.
- (g) 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.
- (h) In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds.
- (i) 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, your Card 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 (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 Subject to condition 14.7, 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 2.11(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 Account.

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 Account 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 Account, 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 Account. We may require you to provide us with evidence to substantiate your claim. 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 0289**.

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 PIN 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 [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://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 30 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 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.

17.3 We may provide personal data supplied by you to certain 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 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 0289**.

17.5 By using your Card or registering it with us (see Condition 5), 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 for further details on **0870 144 0289**.

## **18. Changes to the Consumer Terms & Conditions**

18.1 We may update or amend these Consumer Terms & Conditions (including our fees and the figures appearing in Conditions 1.2, 1.4, 2.1, 2.2 and 13.1) by posting details of such changes on our website [idprime.com](http://idprime.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 or Account 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 and Account immediately. If you are significantly disadvantaged by any change to the Consumer Terms & Conditions, you may cancel your Card and Account in accordance with our cancellation policy (see Condition 9). In such circumstances, you will not be charged a Cancellation 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 With the exception of Condition 19.3, 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 entity or outlet expressly approved by us which provides payment collection services for the Reloading of an Account is strictly acting as agent to collect Reloads in connection with Cards and Accounts and is not liable for our failure to fulfil our obligations to you. This provision shall be for the benefit of and enforceable by such approved entities and outlets.

19.4 Any waiver or concession we may allow you will not affect our strict rights under this Agreement.

19.5 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:

<b>“Account”</b>	the pre-paid electronic money account associated with your Card;
<b>“Agreement”</b>	the agreement between you and us incorporating these Consumer Terms & Conditions, as amended by us from time to time;
<b>“Available Funds”</b>	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
<b>“Card”</b>	a Prime payment card issued to you, including any replacement card issued;
<b>“Donee”</b>	the person to whom you gift the Card;
<b>“Fee”</b>	a fee payable by you, as set out in Condition 13;
<b>“Merchant”</b>	a retailer or any other person that accepts cards which display the MasterCard acceptance mark including e-merchants;

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<b>“Merchant;Acquirer”</b>	the payment service provider of the Merchant;
<b>“Reload”</b>	to add money to your Account;
<b>“Transaction”</b>	(i) a payment or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card, including where payment is made over the internet, by phone or mail order; or (ii) a cash withdrawal made using your Card;
<b>“Transaction amount”</b>	the payment amount or the purchase price of the goods or services made or bought (wholly or partially) using the Card in the Transaction, or the amount of the cash withdrawal;
<b>“User”</b>	the person authorised to use a Card, namely either the purchaser of the Card or the person to whom it has been gifted in accordance with Condition 2.7;
<b>“we”, “us” or “our”</b>	IDT Financial Services Limited including its successors and assigns; and
<b>“you” or “your”</b>	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.

**PR0011.01**