



MYNEY PREPAID CARD TERMS AND CONDITIONS

DEFINITIONS

“Agreement” means these terms and conditions.

“Available Funds” means at any given time any unspent funds loaded onto Your Card which are available to pay for transactions and fees and charges payable under this Agreement.

“Business Day” means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in Malta and Gibraltar.

“Card” or **“Pre-paid MasterCard Card”** or **“Myney Pre-paid MasterCard Card”** means an electronic money card issued by Us to You.

“Carrier” means a document that is enclosed to the Card upon issue and by which the Cardholder receives the Card. The Carrier includes details such as instructions on how to activate the card, how to receive the PIN, etc.

“Commencement Date” means the date You commence using the Card or activate it.

“Contactless” means a payment feature that provides cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to a specified limit.

“Expiry Date” means the date printed on Your Card which is the date Your Card will cease to work.

“Myney Mobile App” means an application that can be downloaded onto your mobile phone through which you will have access to a payment account held with Fexserv. From the Myney Mobile App you will be able to load your Myney Prepaid MasterCard as well as accessing various other functionalities linked to the Myney Prepaid MasterCard. For more information about the Myney Mobile App and the payment account of Fexserv please visit our Website.

“PIN” means Your unique personal identification number which is provided to You for use with Your Card.

“We”, “Us” or **“Our”** means IDT Financial Services Limited, or SafePay Aps, Sirius Alle 3, 3500 Vaerlose, Denmark acting on its behalf, as the program manager, or Fexserv Financial Services Limited, Alpine House, Naxxar Road, San Gwann, Malta (“Fexserv”) acting as distribution partner of Safepay.

“Website” means our website at www.myney.com

“You” or “Your” refers to the Cardholder.

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 This Agreement sets out the general terms and conditions that apply to the Myney Prepaid MasterCard Card. This document forms the Agreement between You and Us governing the possession and use of the Card. By using the Card or activating it (see clause 2.3) You accept the Agreement. Copies of these Terms and Conditions can be found on the Website. Copies of this Agreement can be obtained free of charge by contacting Our Customer Services team in accordance with clause 15.
- 1.2 Cards are issued by IDT Financial Services Limited pursuant to a licence from MasterCard International Incorporated. 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. At all times the Card remains the property of IDT Financial Services Limited.
- 1.3 The distribution of the Prepaid Cards is provided by Fexserv and the Cards are issued under a programme management agreement in respect of which IDT has agreed for Safepay to act as programme manager.1.4 This Agreement will commence on the Commencement Date and will terminate in accordance with clause 10. This Agreement and all communications between Us and You shall be in the English language.

2. CARDS

- 2.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept MasterCard cards. It is designed for use in shops and retail locations where You are physically present or for online and other distance purchases. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure. You will not be able to use Your Card to make any purchases from some retailers; such retailers have been blocked by Our systems in order to prevent the potential use of cards for unauthorised or unlawful activity.
- 2.2 The Card is an electronic money (“e-money”) product regulated by the Financial Services Commission (“FSC”), Gibraltar. It is a prepaid card, not a credit card, and is not linked to Your bank account. You must ensure that You have sufficient Available Funds on the Card to pay for each purchase, payment or cash withdrawal using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check clause 8 of this Agreement for further information.
- 2.3 When You receive Your Card, it will be issued to You in an inactive state. You will need to activate it by following the procedure in the Carrier or as described on the Website, or by calling our Customer Support in accordance with clause 15, prior to use. The Card will normally be ready for use one hour after activation. If You do not activate Your Card, any transactions that You attempt to carry out may be declined.

3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS

- 3.1 The Card is a financial services product, and We are therefore required by law to hold certain information about Our customers. We use this information to administer Your Card, and to help Us identify You and Your Card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see clause 17 for more information.
- 3.2 In order to obtain a Card, You must be at least 18 years old and a Maltese resident. We may require evidence of who You are and of Your address. We may ask You to provide some documentary evidence to prove this and/or We may carry out checks on You electronically.
- 3.3 When We carry out these checks, Your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on Your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse affect on Your credit rating.
- 3.4 The purchase, activation or use of the Card will indicate to Us that You consent to the checks described in this Agreement being undertaken.

4. FEES AND CHARGES

- 4.1 The fees and charges associated with this Card form an integral part of the Agreement. All fees and charges are provided in the Annex I to this Agreement, and may also be found on Our Website or issued upon request by contacting Our Customer Services team in accordance with clause 15. You should be aware that other taxes or costs may exist that are related to the Card but are not paid via Us or imposed by Us.

5. HOW TO USE THE CARD

- 5.1 A Card may only be used by the person to whom the Card was issued. The Cards are non-transferable, and You are not permitted to allow any other person to use the Card, for example by disclosing Your PIN or allowing them to use Your Card details to purchase goods via the internet. Prior to use, the Card should be signed on the signature strip located on the back of the Card.
- 5.2 We will be entitled to assume that a transaction has been authorised by You where either:
- 5.2.1 the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;
 - 5.2.2 the Card PIN was entered or a sales slip was signed;
 - 5.2.3 relevant information was supplied to the retailer that allows them to process the transaction, for example providing the retailer with the 3-digit security code on the back of Your Card in the case of an internet or other non face-to-face transaction;
or

- 5.2.4 Your Card is tapped against a Contactless-enabled reader and accepted by such reader.
- 5.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (MasterCard network). Once You have authorised a transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with clauses 13 and 14.
- 5.4 On receipt of notification of Your authorisation of a transaction and the transaction payment order, normally We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. The transactions will be executed as follows:
- 5.4.1 Within the European Economic Area We will execute any transaction in euro and will be executed no later than 4 Business Days following the receipt of the payment order.
- 5.4.3 If the payment service provider of the retailer is located outside the EEA, We will execute the transaction as soon as possible.
- 5.4.4 The payment order will be received when We receive it from the retailer's payment service provider, automated teller machine (ATM) operator or directly from You. If We receive the payment order after 4:30 pm, it will be deemed received by Us on the following Business Day.
- 5.5 Under normal circumstances, if any payment is attempted that exceeds the Available Funds on the Card, the transaction will be declined. In certain circumstances, a transaction may take Your Card into a negative balance – this will normally be where the retailer has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the retailer if We can, providing that We are satisfied that You have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case-by-case basis, but where there is a negative balance on Your Card, We may require You to make up the shortfall and, until there are Available Funds on Your Card, We may restrict or suspend the use of Your Card.
- 5.6 The Card may be used only in full payment for purchases. In case where Your Available Funds are not sufficient to cover the full payment, the transaction will be declined.
- 5.7 You are able to use Your card to enable Contactless transactions. When using Your card for Contactless transactions, a maximum limit will apply. The limit is regulated by MasterCard and may vary from time to time. We will advise You what the limit is and of any changes to the limit on Our Website.

5.8 If You use Your Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated in by the MasterCard scheme network at a rate set by MasterCard International Incorporated. The daily conversion rates are available at all times at <https://www.MasterCard.com/global/currencyconversion/>] or at any website as indicated on Our Website from time to time. The exchange rate varies throughout the day and is not set by Us, therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our Customer Services team in accordance with clause 15. You will also be notified of any applicable exchange rate for each transaction in Your online account, which is updated daily, where the exchange was performed by Us.

5.9 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – We may be unable to receive or complete transactions.

6. RESTRICTIONS ON USE OF CARD

6.1 You must ensure that You have sufficient Available Funds on Your Card to pay for each purchase, payment or cash withdrawal using the Card.

6.2 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

6.3 The Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes.

6.4 The Card may only be loaded from the Myney Mobile App or via channels that We approve. The type and nature of these load channels will depend on the commercial relationship We have with Our partners. We will describe these load channels applicable to Your Card on our Website however, should You have any questions about ways to load Your Card please contact Our Customer Services team in accordance with clause 15.

6.5 Spending and loading limits apply to the Card. For details see clause 4.1 and our Website.

7. MANAGING YOUR CARD

7.1 You will need access to the internet to manage the Card. You may check the balance and Available Funds on Your Card or view a statement of recent transactions, which will be updated daily, directly on the Myney Mobile App.

8. EXPIRY OF THE CARD

8.1 Your Card will expire on the Expiry Date. On that date, subject to clause 8.2 below, this Agreement will terminate in accordance with clause 10, the Card will cease to function and You will not be entitled to use the Card.

- 8.2 In some cases, We may issue a new Card to You shortly before the Expiry Date, however, We are not obligated to do so, and may elect not to issue a replacement Card at Our sole discretion.
- 8.3 Any arrangements for the issue of a replacement Card in accordance with clause 8.2 above will be described on our Website. The “cooling off” period described in clause 9 will not apply to any replacement Card issued by Us.

9. COOLING OFF AND REDEMPTION PROCEDURE

- 9.1 You are entitled to a 14-day “cooling off” period from the Commencement Date during which You may cancel Your Card. Should You wish to cancel Your Card and this Agreement during the “cooling off” period, please return the Card to Us at the address of Fexserv Financial Services, Alpine House, Naxxar Road, San Gwann, Malta, unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made to You. Note that You will not be entitled to a refund of any fees if You have used Your Card during the 14-day “cooling off” period.
- 9.2 Following the end of the “cooling off” period in clause 9.1 above, You may terminate this Agreement in accordance with clause 10.3 and redeem all of the Available Funds on the Card through the redemption function on the Myney Mobile App or by contacting Our Customer Services team in accordance with clause 15. Upon the Expiry Date and termination of the Agreement, You may redeem all of the Available Funds on the Card free of charge, however, if You terminate the Agreement and make a redemption request before the Expiry Date, You may be charged a redemption fee in accordance with clause 4 unless You terminated under clause 18.3, in which case no redemption fee will be charged. Before termination and during Your Agreement with Us You may redeem some or all of the Available Funds by contacting Our Customer Services team in accordance with clause 15, in which case You may be charged a redemption fee in accordance with clause 4. We will deduct any redemption fee payable to Us from the Available Funds on the Card and will normally transfer the value of Available Funds into Your payment account with Fexserv accessible through the Myney Mobile App for the amount of the remaining Available Funds on the Card following the deduction of the redemption fee. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, if Your Card is not in good standing, or if there are insufficient Available Funds to cover the redemption fee.
- 9.3 If You request redemption of the entire remaining balance in accordance with clause 9.2, We will assume that it is Your intention to terminate this Agreement and will cancel Your Card.
- 9.4 If for any reason You have some Available Funds left following the termination of the Agreement, we will transfer the funds back to your payment account with Fexserv accessible through the Myney Mobile App. 10

10. TERMINATION OF THIS AGREEMENT

10.1 Subject to clauses 10.2 and 10.3, this Agreement will terminate 3 years from the date on which You accept this Agreement in accordance with clause 1.1 subject to:

10.1.2 a replacement Card being issued to You on the Expiry Date of Your Card in accordance with clause 8.2; or

10.1.3 a request for cancellation by You and/or redemption by You of the entire remaining balance on Your Card in accordance with clause 9.2 above. There are no cancellation fees but redemption fees may apply in accordance with clause 4.

10.2 We may terminate this Agreement:

10.2.1 if You breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within [10] days, or use Your Card or any of its facilities in a manner that We believe is fraudulent or unlawful;

10.2.2 if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives;

10.2.3 if You fail to pay fees or charges that You have incurred or fail to put right any shortfall on the balance of Your Card.

10.3 You may terminate the Agreement at any time by contacting Us using the contact details in clause 15.1. If You do so before the Expiry Date, You will be charged a redemption fee when redeeming Your Available Funds upon termination.

10.4 If the Agreement terminates, We will cancel Your Card and We will transfer any unused Available Funds on Your Card to Your payment account with Fexserv accessible through the Myney Mobile App.

11. KEEPING YOUR CARD AND DETAILS SAFE

11.1 We will assume that all transactions entered into by You with Your Card or Card details are made by You unless You notify Us otherwise in accordance with clause 14.1.

11.2 You are responsible for keeping Your Card and its details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction.

11.3 You must keep Your PIN safe at all times. This includes:

11.3.1 memorising Your PIN as soon as You receive it, and destroying the letter or other document, transmission, or notification on which We provided the PIN to You immediately;

11.3.2 never writing Your PIN on Your Card or on anything You usually keep with Your Card;

11.3.3 keeping Your PIN secret at all times, including by not using Your PIN if anyone else is watching; and

11.3.4 not disclosing Your PIN to any person.

Failure to comply with this may be treated as gross negligence and may affect Your ability to claim any losses. NEVER COMMUNICATE YOUR PIN TO ANYONE VERBALLY, IN WRITING OR OTHERWISE. This includes printed messages, e-mails and online forms.

12. LOST, STOLEN OR DAMAGED CARDS

12.1 If You lose Your Card or it is stolen or damaged or You suspect it has been used by someone else, You must notify [Us] [] without undue delay as soon as You become aware of this through Myney Mobile App or by telephoning Our Customer Services team in accordance with clause 15 of this Agreement. You will be asked to provide Your Card number and other information to verify that You are the authorised cardholder. Following satisfactory completion of the verification process, [We] [*name of Processing Agent*] will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use.

12.2 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy certain security checks, We may issue a replacement Card and/or PIN to You. Certain fees may apply for the re-issue of a lost or stolen card, please see clause 4 for further details. The “cooling off” period described in clause 9 does not apply to replacement Cards.

13. PURCHASES FROM RETAILERS

13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.

13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty), it can take several days for the notification of the refund and the money itself to reach Us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to Your Card.

14. TRANSACTION DISPUTES AND CARD SUSPENSION

14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, in order to get a refund You must contact Our Customer Services team without undue delay - as soon as You notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from the Card. We will immediately (and no later than close of business on the day the refund was requested) refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 14. If the refund request is received on a non-business day or after 4:30 pm on a business day, We will make the refund at the beginning of the next business day. If We are liable for an incorrectly executed transaction, We will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement. Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form before processing any refund. We may conduct an investigation either

before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation.

14.2 We will limit Your liability to 150 Euro for any losses incurred in respect of unauthorised transactions subject to the rest of this clause 14.

14.3 You will be liable for all losses incurred in respect of an unauthorised transaction if:

14.3.1 You have acted fraudulently; or

14.3.2 have intentionally or with gross negligence failed to:

14.3.2.1 look after and use Your Card in accordance with the Agreement; or

14.3.2.2 notify Us of the problem in accordance with clause 12.1.

14.4 Except where You have acted fraudulently, You will not be liable for any losses incurred in respect of an unauthorised transaction which arise after Your notification to Us.

14.5 If Our investigations show that any disputed transaction was authorised by You or You may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund.

14.6 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use – We refer to this as a “hanging authorisation” or “block”. In these cases, You will need to contact Our Customer Service team in accordance with clause 15 and present relevant evidence to show that the transaction has been cancelled or reversed.

14.7 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:

14.7.1 if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner;

14.7.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;

14.7.3 if there is an outstanding shortfall on the balance of Your Card;

14.7.4 if We have reasonable grounds to believe You are acting in breach of this Agreement;

14.7.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or

14.7.6 if We are required to do so by law.

- 14.8 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.7 above, We will notify You as soon as reasonably practicable that it has been refused and the reasons for the refusal, together where relevant, with the procedure for correcting any factual errors that led to the refusal. Where the refusal is reasonably justified, We may charge You a Chargeback fee in accordance with clause 4 when We notify You that Your payment request has been refused.
- 14.9 We may suspend Your Card, in which case You will not be able to use it for any transactions, if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card free of charge as soon as practicable once the reasons for the suspension cease to exist.
- 14.10 You may claim a refund for a transaction that You authorised provided that:
- 14.10.1 Your authorisation did not specify the exact amount when You consented to the transaction; and
- 14.10.2 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 Agreement and the relevant circumstances.

Such a refund must be requested from Our Customer Services team within 8 weeks of the amount being deducted from the Card. We may require You to provide Us with evidence to substantiate Your claim. Any refund or justification for refusing a refund will be provided within 10 business days of receiving Your refund request or, where applicable, within 10 business days of receiving any further evidence requested by Us. Any refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

15. CUSTOMER SERVICES AND COMMUNICATION

- 15.1 Our Customer Services team are normally available for the Cardholders by phone 8am to 8pm Monday to Friday, 8am to 6pm on Saturdays, 8am to 1pm on Sundays, and public holidays. During these hours We will endeavour to resolve all enquiries immediately, however, please note that certain types of enquiry can only be resolved during normal business opening hours. You can contact Our Customer Services team by:
- telephoning +356 52302122 during hours above;
 - Intelligent Voice Recording machine number +44 8000470996 during the remaining hours.

To file a complaint email: complaints@fexserv.com

If We need to contact You or send You a notification under this Agreement, We will do so by sending an email to the email address You provided Us with when You obtained the Card, unless stated otherwise in the Agreement.

- 15.2 Our business opening hours are Monday to Friday, 9am to 6pm.

- 15.3 If You are not satisfied with any element of the service You receive, any complaints should be made to Our Customer Services team using the contact details in clause 15.1 above. Calls may be monitored or recorded.
- 15.4 We do everything We can to make sure You receive the best possible service. However, if You are not happy with how Your complaint has been managed by our customer care team and You wish to escalate Your complaint, please forward Your complaint to: SafePay Aps, Sirius Alle 3, 3500 Vaerloose, Denmark [Email address: complaints@mysafepay.com]; and if not satisfied subsequently to: IDT Financial Services, 57-63 Line Wall Road, Gibraltar [Email address: complaints@idtfinance.com]
- 15.5 If, having exhausted Our complaints procedure, You remain unhappy, 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, web www.fsc.gi.

16. LIMITATION OF LIABILITY

16.1 None of the organisations described in clauses 1.2 and 1.3 will be liable for:

16.1.1 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;

16.1.2 the goods or services that You purchase with Your Card;

16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or

16.1.4 any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event the liability of the organisations described in clauses 1.2 and 1.3 will be limited to the balance of the Card at the time that the event occurs.

16.2 In addition to the limitations set out in clause 16.1, Our liability shall be limited as follows:

16.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or repayment to You of the Available Funds on Your Card; or

16.2.2 where sums are incorrectly deducted from Your Card due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.

16.3 In all other circumstances of Our default, Our liability will be limited to repayment of the amount of any Available Funds on the Card.

16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have which We are not permitted to exclude or limit, or Our liability for death or personal injury.

- 16.5 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if You have allowed Your Card or details to be compromised due to Your gross negligence, You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.
- 16.6 The Gibraltar Deposit Guarantee Scheme does not apply to Your Card. This means that in the unlikely event that IDT Financial Services Limited became insolvent, Your Card may become unusable and any funds associated with Your Card may be lost. By using Your Card and by entering into this Agreement You are indicating that You understand and accept these risks.
- 16.7 As a responsible e-money issuer We take the security of Your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via Your Card. In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns You might have. Please contact Our Customer Services team for further information.

17. YOUR PERSONAL INFORMATION

- 17.1 We collect certain information about the purchasers and the users of the Card in order to operate the Card programme Fexserv, Safepay Aps and IDT Financial Services Limited are Data Controllers of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act (Chapter 440 of the Laws of Malta) and Data Protection Act 2004 (Gibraltar).
- 17.2 We may transfer Your personal data outside the European Economic Area (“EEA”) to Our commercial partners where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer personal data outside the EEA, We will take steps to ensure that Your personal data is afforded substantially similar protection as personal data processed within the EEA. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of the EEA. Your use of Our products and services will indicate to Us that You agree to the transfer of Your personal data outside the EEA. If You withdraw Your consent to the processing of Your personal data or its transfer outside the EEA, which You can do by using the contact details in clause 15.1, We will not be able to provide Our services to You. Therefore, such withdrawal of consent will be deemed to be a termination of the Agreement.
- 17.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.

17.4 You have the right to request details of the personal information that is held about You, and You may request this through Our Customer Support. Where legally permitted, We may charge for this service.

17.5 Please refer to our Privacy Policy on the Website for full details, which You accept by accepting the Agreement.

18. CHANGES TO THE AGREEMENT

18.1 Subject to the rest of this clause 18 this Agreement may be changed or amended by Us at any time for legal, regulatory, commercial or security reasons, or to enable the proper delivery of or to improve the delivery of the Card scheme, or for any other reasons.

18.2 If any changes are made, they will be publicised on Our Website 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on Our Website at all times and will be sent to You by email upon request free of charge at any point during the Agreement.

18.3 We will also notify You of any change to the Agreement by email 2 months in advance. You will be deemed to have accepted the change if You do not notify Us otherwise prior to the date the change takes effect and continue to use the Card. If You do not accept the change, You may end this Agreement immediately and free of charge before the expiry of the 2-month notice.

19. LAW AND COURTS

19.1 English law applies to these Terms and Conditions and to Our dealings with You and You will be subject to the non-exclusive jurisdiction of the English courts.

20. ASSIGNMENT

20.1 We may assign the benefit and burden of this Agreement to another company at any time by giving You 2 months' notice of this. If We do this, Your rights will not be affected.

21. SEVERANCE

21.1 If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

ANNEX I

Description	Charged from the Myney Mobile App	Charged to the Card	Other direct charges incurred
Application and postage fee	EUR 5		
Replacement Fee	EUR 5		
Monthly Fee	EUR 1		
Load fee	1% of load value + EUR 0.50		
Chargeback Fee	EUR 25		
PIN retrieval request via SMS		EUR 0.15	
Interactive voice response (IVR) calls		EUR 0.07 per minute	
Customer support			Applicable telephone network charges plus EUR 1 will be charged by the telephone network operator
Foreign exchange fee on relevant purchase		3% on the transaction value	
Transaction Fee		none	