

Important information you need to know

The Optimum Prepaid Mastercard® Card Agreement

Please read this Agreement carefully before you activate your Card. This information forms the Agreement for your Optimum Prepaid Mastercard. By activating your Card you accept this Agreement. If there is anything you do not understand or do not agree with, please contact Customer Services using the contact details in paragraph 22 of this Agreement. **If you are under 18, we strongly recommend that you speak to your parent or guardian before you activate your Card.**

1. DEFINITIONS

360money money e-voucher - A paper voucher bought at any PayPoint outlet, which is loaded with the amount of money credited to it.

Account - The electronic account associated with your Card.

Account Information Services – An online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks.

Account Number - This is your unique personal account number, and is found on the back of your Card.

Agreement - This Cardholder Agreement as varied from time to time.

App - The application programme designed to provide you with some services from My Account on your mobile phone.

ATM - Automated Teller Machine.

Authorised Account Information Services Provider – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

Available Balance - The value of funds loaded onto your Card and available for use.

Card - The Optimum Prepaid Card, including any additional cards.

Card Number - The 16 digit number on the front of your Card.

Cardholder - You, the person entering into this Agreement with us.

Contactless - 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 £30.

Customer Services - The contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in paragraph 22.

EEA - The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

e-money - The electronic money associated with your Card.

Full Card - A Card which is not a Restricted Card.

Full Deductible Amount - The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

Mastercard Acceptance Mark - The Mastercard International Incorporated Brand Mark, indicating acceptance of the Card.

Mastercard - Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

Merchant - A retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark.

My Account - The area on the Website that allows you to have online access to your Account.

Passcode - Means the passcode you use to identify yourself to obtain access to the App.

Password - Means the password you use to identify yourself when using your My Account service and creating a Passcode on the App.

PayPoint - A retail network provider of cash collection services displaying the PayPoint logo.

PIN - Your four digit personal identification number for use with the Card.

Primary Cardholder - The person registered as the applicant of the Account.

Regulator – Means Financial Conduct Authority in the UK or another European financial services regulator.

Restricted Card - A Card with spending limits.

we, us or our - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883 Swindon SN3 9EA.

Website - www.myoptimumcard.co.uk

Working Day – Our working days are Monday to Friday but does not include bank or public holidays in England.

you, your - The Cardholder.

2. PRODUCT FEATURES

	Restricted Card	Full Card	Notes
Maximum Balance on Account	£1,000	£5000	
Maximum POS transactions amounts	£3,000 per year / £1,000 per month of which £600 per single transaction	Up to Available Balance	
Max ATM transactions per day	£100	£250	Some Merchants or ATM may have a lower limits
Max ATM transactions per year	£1,000	NA	
Card Usage	Transactions in GBP only and can be used in UK and Luxembourg at any Merchant that accepts GBP	Transactions in GBP and non-GBP and can be used internationally at any Merchant	
Account/Card Limits			
Household Limit	NA	4 accounts	
Individual Limit	1 account per individual		
Additional Cards	0	4 additional cards per account (excluding the Primary Cardholder)	

3. SCOPE OF THIS AGREEMENT

3.1 Your Card is an e-money prepaid card; it is not a credit, charge or debit card.

3.2 Your Card has been issued by us pursuant to licence from Mastercard. The Card is an electronic money product and the electronic money associated with it is provided by us and will be in Pounds Sterling. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010). Mastercard is a registered trademark of Mastercard International Incorporated. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Mastercard or its respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The Card remains our property.

3.3 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

3.4 You agree that we may communicate with you by e-mail and/or via SMS and/or App notifications for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated via My Account.

3.5 If you wish to make use of an Authorised Account Information Services Provider to provide you with Account Information Services on your Account, you may do so provided that you have signed up to use My Account and your Account is active. We advise that before using an Authorised Account Information Service Provider, you ensure that the Authorised Account Information Service Provider is authorised by a Regulator to provide Account Information Services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share your My Account credentials with the Authorised Account Information Service Provider each time an access to your Account is required for them to provide you with Account Information Services. You should always consider the implications of sharing your My Account credentials and your personal information.

3.6 If an Authorised Account Information Services Provider requests access to your Account to provide you with Account Information Services using your My Account credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Account Information Service Provider and can only refuse access in certain circumstances.

3.7 If we refuse to provide access to an Authorised Account Information Services Provider to your Account, we will inform you immediately after refusal to explain why, unless that would break the law or we have security reasons not to do so.

3.8 If you do not wish to use Account Information Services provided by an Authorised Account Information Service Provider on your Account, you simply refuse to provide your consent or refuse to share your My Account credentials with an Authorised Account Information Service Provider.

4. BUYING, ACTIVATING AND REGISTERING YOUR CARD

4.1 You may only apply for a Card if you are resident in the UK. You must be at least 13 years old to apply for a Card.

4.2 We will issue your Card to you on the basis of the information that you have provided. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information by visiting MyAccount or calling Customer Services.

4.3 If we are unable to satisfactorily verify your identity and address from information provided by you at the time you apply for a Card we may reject your application or issue you with a Restricted Card. You will have the option to upgrade to a Full Card by providing satisfactory documentation as proof of identity and address. Also, we may require you to provide your documents within 12 months of having a Restricted Card. If you are unable to provide your documents we may block your Card.

4.4 As the Primary Cardholder you are responsible for all additional cards issued to your Account under this Agreement and any fees or charges that these cards may incur.

4.5 Your Card will be posted to your home address.

4.6 When you receive your Card, you must sign it immediately, and then call Customer Services to activate it. You'll need the activation code which you'll find on the letter that came with your Card.

4.7 You'll be given your PIN when you activate your Card. You should never reveal your PIN to anybody. We will not reveal your PIN to a third party. If you forget your PIN you can select PIN reveal option in My Account.

4.8 When you select or change your PIN, you must not select a PIN that may be easily guessed, such as a number that:

4.8.1 is easily associated with you, such as your telephone number or birth date; or

4.8.2 is part of data imprinted on the Card; or

4.8.3 consists of the same digits or a sequence of running digits; or

4.8.4 is identical to a previously selected PIN.

4.9 You will be required to register your Card and set up My Account on the Website so that you are able to use the services available on My Account and via the App from your mobile phone. From your My Account you can also register your mobile phone, update your details, change your password and set up payment instructions.

4.10 You may be able to access certain functions of My Account via the App and from any mobile phone enabled with a web browser; standard network charges apply.

4.11 The App, will enable you to access certain My Account functionality online once registered.

5. USING YOUR CARD

5.1 Subject to paragraph 2 your Card can be used at any Merchant (fees apply, see paragraph 13). You can use the Card to make purchases in-store, via the internet or over the phone. The card can be used to obtain cash through ATMs. You will need to authorise each transaction on your Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the transaction by signature of the receipt. A transaction can also be authorised by tapping your Card against a Contactless enabled reader. We will treat the transaction as genuine if:

5.1.1 your Card is tapped against a Contactless enabled reader and accepted by such reader;

5.1.2 your PIN or other security code personal to you is used;

5.1.3 your Card is used and you authorise the transaction by signature of the receipt; or,

5.1.4 the transaction was authorised from My Account or from the App while you were logged in;

5.1.5 the transaction was authorised from the App which was registered to your Account.

5.2 Once you have authorised a payment from your Account, we cannot change or cancel it. We cannot cancel authorised payments that have not yet been processed. You may be able to cancel transactions that you have authorised for a future date (including recurring transactions) by contacting the retailer before the date on which the payment is due to be made. We may refuse to execute a transaction if the transaction is unlawful or fraudulent and/or you do not have sufficient Available Balance. If we refuse to execute a transaction, you can check the Account to ensure there was enough Available Balance to cover the transaction, or can ask us why we have not executed a transaction by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the transaction.

5.3 Your Card is a prepaid card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any applicable taxes and charges, including additional ATM charges if any. You must not use your Card if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance immediately after receiving an invoice from us. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

5.4 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

5.4.1 hotels, rental cars, and restaurants - as Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance. This is called pre-authorisation.

We suggest that you consider using an alternative card for pre-authorisations and that you use your Card when checking out. You will not be charged twice by the hotel.

5.4.2 internet Merchants – certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact your Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking your Available Balance to make sure you always have sufficient funds available to cover your purchases.

5.5 Your Card cannot be used in situations where it is not possible to obtain online authorisation that you have sufficient balance for the transaction. For example: transactions on trains, ships, and some inflight purchases.

5.6 Your Card cannot be used at self service petrol pumps. You can use your Card to pay by taking it to the cashier.

5.7 Your Card should not be used as a form of identification.

5.8 Your Card may not be used for any illegal purpose or in any manner prohibited by law.

5.9 The Available Balance on your Account will not earn any interest.

5.10 We may ask you to surrender the Card at anytime for a valid reason in accordance with the provisions in paragraph 17 of this Agreement. If we do so, we will give you back your Available Balance in accordance with paragraph 9 of this Agreement.

5.11 You can also set up payment instructions on My Account to load Cards belonging to other people. It is your responsibility to ensure that all the details that you have entered are correct. Once you have set up the instructions on My Account, you will be able to amend them as necessary.

5.12 If a retailer agrees to give a refund for a purchase made using your Card, we will make the refund when we receive the funds from the retailer.

6. LOADING YOUR CARD

6.1 You may load your Card(s) up to a maximum balance of £5,000 per Account if you hold a Full Card and up to a maximum balance of £1,000 if you hold a Restricted Card.

6.2 Restricted Cards are subject to monthly load limit of £1,000.

6.3 The table below sets out the methods by which you can pay for and load up your Card.

Loading Method	Amounts		Transfer time	Notes
	Minimum	Maximum		
PayPoint outlets	£10	£499.99 per transaction	Load credited immediately	Locations of PayPoint outlets can be found on the Website
Post Office	£10	£500 per transaction	Load credited on the next Working Day	
Standing Order or Bank Transfer		Restricted card - £1,000 per month Full card - £5000	Load will be credited when we receive your money. If we receive the funds on a Working Day, we will credit your account on the same Working Day.	Forms and instructions available on Website and your account number will be required. We may ask for identification for transfers to your account before applying credit to your account.
Via My Account or App	£20	£500 per day	Load credited immediately	A maximum of five debit or credit cards can be registered to your Account via the App or My Account. Only one debit or credit card can be used per load transaction. You must have registered your debit or credit card with your bank for 'Mastercard Secure Code' or 'Verified by Visa' to use this service. If you change details of your debit or credit card we may ask for additional time to approve your load. The address of the debit or credit cardholder must match the address given by you for your Account
Debit or Credit card				

6.3 Fees apply to a number of loading methods outlined above, see paragraph 13.

6.4 If you opt to load your Card via the App, you can:

(i) load your Card without having to re-enter your registered debit or credit card details until such time that you choose to remove your registered payment details;

(ii) configure the App to send a notification to advise you (a) when a load has been made to your Account; (b) when your Available Balance is low according to your set limits and; (c) to action a load on your Account. We reserve the right to suspend or terminate the right to load your Card at any time without notice.

7. CHECKING BALANCE

7.1 You can check your Available Balance and transaction history by visiting My Account; via SMS balance enquiry (standard network charges apply) or via the App (standard network charges apply).

7.2 We will make your monthly Account statements available on My Account free of charge and every month we will either email you or send an SMS to notify you that your My Account has been updated.

8. CARD EXPIRY

8.1 The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. If you would like to apply for a replacement Card please contact Customer Services. Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 9.

8.2 If your Card has been used in the last six months prior to the expiry date, we'll send a new Card free of charge to your registered address.

8.3 If your Card has not been used in the last six months prior to the expiry date, we'll send you an e-mail asking whether you would like to renew your Card or instead reclaim the outstanding Available Balance (if any).

8.3.1 If you opt to have your Card renewed, you'll be issued a new Card (fees apply, see paragraph 13).

8.3.2 If you do not reply to the e-mail, we'll close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of six years from the expiry date. Subject to paragraph 8.4, you can request a refund anytime within this period by contacting Customer Services. We will not return any funds remaining on the Card after six years from Card expiry and this Agreement will terminate.

8.4 If you have a Restricted Card, we are required by regulation to establish your identity before redeeming e-money from your Card.

9. REDEEMING E-MONEY

9.1 If you would like to terminate your Card and redeem any unused funds you will be charged a fee of £5 or the total Available Balance if lower than the redemption fee, if you redeem your balance at the following times;

9.1.1 before the expiry date of your Card or replacement Card;

9.1.2 before you or we terminate this Agreement prior to the Card expiry date;

9.1.3 more than 12 months after;

(i) your Card or replacement Card expires: or

(ii) this Agreement is terminated (as applicable). You will be reminded of this fee before redemption.

9.2 You may redeem funds as long as:

9.2.1 we believe you have not acted fraudulently; and

9.2.2 we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

9.3 Our procedures may require us to carry out various checks reasonably required to prevent fraudulent use of your Card before we can process your redemption request.

9.4 If we find any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we'll send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

10. CARDHOLDER LIABILITY AND AUTHORISATIONS

10.1 We may restrict or refuse to authorise any use of your Card including transactions in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

10.2 Where appropriate, any refusal to authorise a transaction will be relayed to you via the Merchant concerned. Where you attempt to load another Card, any refusal to authorise a transaction will be communicated to you through My Account.

10.3 You and any additional Cardholders must sign a Card as soon as it is received and keep it safe. You and additional Cardholders must also keep safe any security information or credentials related to a Card and Account.

10.4 You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Card or the misappropriation of the Card if you or additional Cardholder fail to:

10.4.1 keep the Card and/or security features of the Card safe, or

10.4.2 notify us that a Card is lost or stolen.

10.5 You should never:

10.5.1 allow a third party other than additional Cardholders and an Authorised Account Information Service Provider to use or access your Account; or

10.5.2 allow another person to use your Card; or

10.5.3 write down your password(s), PIN or any security information related to your Account and Card unless you do this in a way that would make it impossible for anyone else to recognise any of that information, or

10.5.4 disclose your PIN or any security information related to your Account and/or Card, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others; or

10.5.5 disclose or make available your My Account credentials to a third party unless the third party is an Authorised Account Information Service Provider and you want to use Account Information Services provided by them; or

10.5.6 enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

10.6 You will be responsible for all transactions which you or any additional cardholder authorise, whatever the manner of such authorisation.

10.7 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Card.

10.8 It is your responsibility to keep us updated of changes to your personal details, including e-mail address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.

10.9 You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of your Card, My Account log in details, App details, or PIN by or authorised by you.

11. LOST, STOLEN OR DAMAGED CARDS

11.1 You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet unless you contact Customer Services.

11.2 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must contact Customer Services immediately so that we can stop your Card and PIN.

11.3 In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to you contacting Customer Services.

11.4 Provided that you have given notification in accordance with paragraph 11.2 and that paragraph 11.5 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card, we may replace the Card for your Account. Alternatively, your Available Balance can be redeemed to you. If we replace the Card, the Card will be delivered to your home address (fees apply, see paragraph 13).

11.5 In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement then you shall be liable for all losses.

12. TRANSACTIONS MADE IN FOREIGN CURRENCIES

12.1 If you make a transaction in a currency other than pounds sterling ("foreign currency transaction"), the amount deducted from your Account will be converted to pounds sterling on the day we receive details of that foreign currency transaction. We will use a rate set by Mastercard, which will be available on each Working Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a transaction is made and the time it is deducted from your Available Balance. For transactions made within the EEA or in an EEA currency you can find out the Mastercard exchange rate by e-mailing Customer Services. We will charge an additional foreign transaction fee for all foreign currency transactions.

13. FEES

13.1 Your Card is subject to fees and restrictions as follows. The core fees detailed below relate to the core bundle of services that we provide to you in relation to your Card.

COSTS	FEE	Notes
Core Fee		
Card Application Fee	£5.00	
Monthly Fee	FREE	
Cash Withdrawal (including ATM)	2.95%	Extra fees may be charged by certain ATM providers
Transaction Fee (Point Of Sale & Internet)	FREE	
Additional Foreign Transaction Fee	2.75%	
Standing order/Bank Top-up	FREE	
Top-up - Debit card	FREE	
Top-up - Post Office® branch	£1.50	
Top-up - PayPoint	£1.50	
Top-up - Credit card	4%	
Customer Services	£1 per call	This will be deducted from your Available Balance
Replacement Card	£5.00	

Additional Card	£5.00	
PIN Change at ATM	20p	
Cancel Card/Redemption Fee (if applicable)	£5.00	
Accessing My Account from your mobile phone or APP	Standard network charges apply	
Non-Core Fee		
Internet Gambling Fee	£1.50	

13.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

14. UNAUTHORISED AND INCORRECT TRANSACTIONS

14.1 If you have a reason to believe that a transaction for which your Card was used is unauthorised by you or additional Cardholder or has been posted to your Account in error, you must immediately contact Customer Services, but in any event within 13 months of the date of the relevant transaction.

14.2 We will by the end of the next Working Day refund the unauthorised amount including any fees and restore your Account to the position it would have been in if the unauthorised transaction had not taken place.

14.3 We are not obliged to refund the unauthorised sums to you if we have reason to believe you or any additional Cardholders have acted fraudulently and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the transaction was unauthorised, we will refund the sums to you straight away.

14.4 We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any fees, to your Account.

14.5 You will be liable for all unauthorised transactions made from your Account(s);

14.5.1 if you or any additional Cardholders have acted fraudulently; or

14.5.2 if the transaction was made because you or any additional Cardholders have deliberately or with gross negligence failed to keep Cards or Card details safe or PIN or other security information related to Card safe; or

14.5.3 where you have failed to notify us without undue delay on becoming aware that a Card or security information related to a Card has been lost or stolen.

14.6 You will not be liable for unauthorised transactions from your Account after you have told us that a Card has been lost, stolen or compromised.

14.7 Where you have agreed that another person in the EEA can take a payment from your Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment for renting a car or booking a hotel room), you can ask us to refund a payment, which we will refund to you within 10 Working Days of receipt of your request, if all the following conditions are satisfied:

14.7.1 the authorisation given did not specify the exact amount to be paid;

14.7.2 the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

14.7.3 you make the refund request within eight weeks of the date when the payment was charged to your Account.

14.8 We may ask you to provide information as is reasonably necessary to verify that conditions in 14.7.1 – 14.7.3 are satisfied.

14.9 If you ask us to make a refund under paragraph 14.7 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 14.8, within 10 Working Days of the date we receive that information) we will either:

14.9.1 refund the payment in full; or

14.9.2 tell you the reasons why we do not agree to the refund.

14.10 You will not be entitled to a refund under paragraph 14.7 if:

14.10.1 you have given us your consent for the payment to be made; and

14.10.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or

14.10.3 if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

14.11 If funds have been paid in to your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so you can't spend it.

14.11.1 We don't have to tell you before we take the money back or put a hold on the money.

14.11.2 If funds goes into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

15. VARIATION

15.1 We may change this Agreement, including fees and limits by providing you with at least two months prior notice by e-mail (provided you have supplied us with an up-to-date e-mail address) and will ensure the most recent version is always available on the Website.

15.2 If you do not agree with the changes to the Agreement, you may at any time within the two months' notice period terminate your Agreement and subject to paragraphs 9.2 to 9.4, you can redeem any unused Available Balance at that time without a charge. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

15.3 There are some situations where we can make changes to this Agreement and we don't have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:

15.3.1 If the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.

15.3.2 We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.

15.4 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical. We will update our Agreement to reflect the new regulatory requirements when they are next reprinted.

16. CANCELLATION

16.1 You may cancel your Card before activating it, and up to 14 calendar days after the date of activation ("cancellation period"), by writing to Customer Services at the address given in paragraph 22 of this Agreement. This does not apply to replacement Cards where the cancellation period for the original Card has expired. Upon cancellation, we will refund to you, the application fee and any Available Balance on your Card within 30 Working Days.

16.2 You may terminate your Card any time after the cancellation period by exercising your rights under paragraph 9. You will not be charged for cancelling your Card however, a redemption fee will apply if you choose to redeem the Available Balance on your Account (see paragraph 13).

16.3 If you terminate your Card and redeem all the Available Balance, your Agreement will terminate.

17. TERMINATION OR SUSPENSION

17.1 We can terminate this Agreement at any time:

17.1.1 if we give you two months' notice and refund the Available Balance to you without charge, or

17.1.2 with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

17.2 We can suspend, block or terminate your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:

17.2.1 we discover any of the information that you provided to us when you applied for your Card was incorrect; or

17.2.2 a transaction has been declined because of a lack of Available Balance; or

17.2.3 you have breached this Agreement or we have reason to believe that you or any additional Cardholders have used, or intend to use the Card or Account or My Account password or App passcode in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of third parties; or

17.2.4 we suspect or to prevent suspected unauthorised or fraudulent use of any Cards, Account or any security credentials related to any Cards or Account; or

17.2.5 you have reached your Card limit; or

17.2.6 we believe that this is necessary for security reasons; or

17.2.7 any legal obligations require us to do so.

17.3 In the event that we do suspend, block or terminate your Card and/or Account then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the transaction if a suspension has taken place.

17.4 You can terminate this Agreement at any time by contacting Customer Services.

17.5 In the event that any additional fees are found to have been incurred on your Card following termination by either you or us, then subject to this Agreement, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

17.6 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

18. OUR LIABILITY

18.1 Our liability 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:

18.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

18.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

18.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

18.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

18.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 14; and

18.1.6 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

18.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

18.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

18.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as Mastercard, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

18.5 In the event of suspected or actual fraud or security threat to any Cards or Account, we will use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity and/or identity of any additional Cardholders for security purposes.

19. YOUR INFORMATION

19.1 Some personal data will be necessary for us to provide you with your Card and services under this Agreement, we are the Data Controller and only use your personal data for this purpose. Please see the Privacy Policy published at <http://www.myoptimumcard.co.uk/privacy/> for full details on the personal data that we hold, how we will use it and how we will keep it safe.

19.2 If you allow or give consent to an Authorised Account Information Service Provider to access your Account to provide you with Account Information Services, you should know that we have no control over how an Authorised Account Information Service Provider will use your information nor will we be liable for any loss of information after an Authorised Account Information Service Provider have access to your information.

20. COMPLAINTS PROCEDURE

20.1 Complaints regarding any element of the service provided by us can be sent to Customer Services in writing, by e-mail or by calling.

20.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be sent to you.

20.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

21. GENERAL

21.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

21.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

21.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

21.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 18.4 may enforce paragraph 18.

21.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting My Account or the Website.

21.6 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

21.7 Please note that failure to comply with this Agreement may affect other benefits and rewards associated with your Card. If you have any queries regarding this, please contact Customer Services.

22. CONTACTING CUSTOMER SERVICES

22.1 You can activate your Card or check your Available Balance by calling 0203 130 4913.

22.2 If you've got a question, you can contact Customer Services by phoning 0203 130 4913 between the hours of 8.00am and 7.00pm, Monday to Friday or 9.00am to 5.00pm on Saturday, or by writing to Customer Services at PO BOX 3883, Swindon, SN3 9EA, or by e-mailing customerservice@360money.com. A lost and stolen card service is also available 24 hours a day on the Customer Services number.

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