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## CASHCARD PAYROLL PREPAID CARDS TERMS AND CONDITIONS

### DEFINITIONS

**"Agreement"** means these Terms and Conditions.

**"Available Funds"** means at any given time any unspent funds loaded onto Your CashCard Payroll Prepaid Card which is 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 Gibraltar and Hungary.

**"Cardholder"** means a person to whom or for whose benefit a Card is issued.

**"CashCard Payroll Prepaid Card", "Prepaid Card", "CashCard", or "Card"** is a prepaid MasterCard, by which the Employer, Assignor or Company pays salary or incentives to the Employee or Assignee, based on the legal relation between them. CashCard Payroll Prepaid Card means an electronic money card issued by Us to You.

**"Commencement Date"** means the date You commence using the Card or activate it.

**"Contactless"** is 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.

**"Company"** means your employer.

**"Electronic Money"** means, according to the provisions of 2009/110/EC Directive, electronically, including magnetically, stored monetary value as represented by a claim on the issuer which is issued on receipt of funds for the purpose of making payment transactions as defined in point 5 of Article 4 of Directive 2007/64/EC and which is accepted by a natural or legal person other than the electronic money issuer.

**"Expiry Date"** means the date printed on Your Card, which is the date Your Card will cease to work. The Card is valid until the 24.00 hour of the last day of the month provided in the Expiry Date.

**"PIN"** (Personal Identification Number) means Your unique personal identification number which is provided to You for use with Your Card.

**"Safe Passcode"** is a one-time use CVC code (the three digit number on the reverse of Your Card) that can be generated to use on request for security purposes.

**"We", "Us" or "Our"** means IDT Financial Services Limited, or Peak Financial Services, which is a brand name for Peak Card Services Ltd., acting on IDT Financial Services Limited's behalf.

**"Website"** means Our website at [www.cashcard.cards](http://www.cashcard.cards).

**"You" or "Your"** refers to the Cardholder, who possesses and uses the Card.

### 1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 This Agreement sets out the general Terms and Conditions that apply to the CashCard Payroll Prepaid Card. This document forms an Agreement between You and Us governing the possession and use of the Card. By using the Card or activating it, You agree to the Terms and Conditions in the Agreement. Copies of this Agreement can be found on the Website or by contacting Our Customer Services team in accordance with Condition 15.



- 1.2 CashCard Payroll Prepaid Cards are issued by IDT Financial Services Limited pursuant to a license 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 production of the Cards and the technology systems required to operate the Cards are provided by Peak Financial Services (registered in Gibraltar, registered office: Suites 7b and 8b, 50 Town Range, Registered No. 111314). Peak Financial Services also provides customer support for the CashCard Payroll Prepaid Cards as set out in Condition 15 below.
- 1.4 This Agreement will commence on the Commencement Date and will terminate in accordance with Condition 10. This Agreement and all communications between Us and You is available English or Hungarian language.
- 1.5 In some cases, the CashCard Payroll Prepaid Card will be distributed by one of Our commercial partners. Whilst Our commercial partner may distribute the Card, this Agreement is separate and distinct from any agreement You may have with Our commercial partner.
- 1.6 This Card is being used by the Company to make a payment to You. By accepting and using Your Card, You are agreeing to the terms set out in this Agreement.

## 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. The Card can also be used for purchases online. 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 unauthorized 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 Condition 9 of this Agreement for further information.
- 2.3 The electronic money associated with this prepaid Card is issued by IDTFS to You. All legal rights associated with the electronic money becomes Yours.
- 2.4 When You receive Your Card, for security reasons, it will be issued to You in an inactive state. You will need to activate Your card by calling **+448455280137** and follow the instructions, or by sending a SMS with the text ‘PINR’ and the last 4 digits of Your card to **+447937947694** from Your mobile number, which You have provided at the card application prior to use, for example: ‘PINR 1234’ If You don’t activate Your Card, any transactions that You attempt to carry out will be declined. The SMS services are provided to You by provision of an international SMS mobile telephone number, You may incur increased mobile phone charges as a result of using the SMS functions available with Your Card. Please consult with your mobile service provider for further details.
- 2.5 By agreeing to this Agreement, You become member to Our recommendation program. As a Cardholder, You may recommend Our CashCard to new, potential cardholders. Becoming a member of the recommendation program does not oblige You to recommend Our Cards. However, if You refer Our Cards to someone who becomes a Customer thanks to Your recommendation, You may receive a recommendation fee from Us. For more information about Our recommendation program, please contact Our Customer Support.

## 3. IDENTIFICATION REQUIRED FOR USE OF THE 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 Condition 17 for more information, or visit Our Website.

- 3.2 In order to obtain a Card, You must be at least 18 years old. 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 the checks described in section 3.2, 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 effect on Your credit rating.
- 3.4 The use of the Card will indicate to Us that You consent to the checks described in this Agreement being undertaken.

#### **4. LOADING YOUR PREPAID CARD**

- 4.1 Funds will be loaded to Your prepaid card by Your Company, or by You.
- 4.2 In case You wish to also load funds to Your Card, You must submit evidence of who You are, and We will check that evidence, according to Condition 3.2, 3.3 and 3.4 of this Agreement.
- 4.3 The Company can load Your Card through bank transfer. Normally, the funds will be available on Your Card within 72 hours. We require receipt of the funds prior to your Card being loaded.
- 4.4 In cases where Your Company may have added funds to Your Prepaid Card in error, at the request of Your Company, and with Your written authorization, We will remove those funds.
- 4.5 To see how You can load funds to Your Prepaid Card, please visit Our Website at [www.cashcard.cards](http://www.cashcard.cards).

#### **5. FEES AND CHARGES**

- 5.1 The fees and charges associated with this Card form an integral part of this Agreement. For the fees, please see the Annex of this Agreement. All fees and charges may also be found on the [www.cashcard.cards](http://www.cashcard.cards) Website or issued upon request by contacting Our Customer Services team in accordance with Condition 15 by emailing [help@cashcard.cards](mailto:help@cashcard.cards).
- 5.2 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.
- 5.3 Should You have any queries about the fees and charges, please contact Us using the details in Condition 5.1, above.

#### **6. HOW TO USE THE CARD**

- 6.1 A Card may only be used by the person to whom the Card was issued.
- 6.2 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.
- 6.3 All payments made using Your Prepaid Card shall be in the currency of the Card. If You are paying for goods and services in another currency, the amount payable shall be converted at the MasterCard conversion rate at the time they process Your transaction, and a Foreign Currency Fee will apply, the amount of this fee is detailed in the Annex of this Agreement and available at Our Website, [www.cashcard.cards](http://www.cashcard.cards). The MasterCard conversion



rate may vary throughout the day and is not set by Us. We therefore cannot guarantee that the exchange rate You receive will be favorable and We accept no responsibility for the exchange rates used or quoted at any time. If You want to see the actual exchange rate, please visit <https://www.mastercard.com/global/currencyconversion/index.html>.

- 6.4 We will deduct the value of Your transactions from the Available Funds on Your Prepaid Card as soon as they are made. We will also deduct any applicable fees as soon as they become payable by You. Please visit Our Website for the fees applicable to You at [www.cashcard.cards](http://www.cashcard.cards), or read the Annex to this Agreement.
- 6.5 We will be entitled to assume that a transaction has been authorised by You where either:
- 6.5.1 the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device; or
  - 6.5.2 the Card PIN was entered or a sales slip was signed; or
  - 6.5.3 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
  - 6.5.4 Your Card is tapped against a Contactless enabled reader and accepted by such reader.
- 6.6 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 We have received notification of Your authorisation to proceed with the transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with Conditions 14 and 16.
- 6.7 On receipt of notification of Your authorisation, normally We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. The retailer or service provider that has accepted Your Card for payment will normally receive payment within 3 Business Days.
- 6.8 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 merchant has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the merchant 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.
- 6.9 The Card may be used in full or part payment for purchases, In the case of part payment, where the Merchant allows it, the Cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.
- 6.10 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 on Our Website and when it changes.
- 6.11 You have the option to transfer Your Available Funds or part of Your Available Funds from Your Card to other Cards. If You instruct Us to make a transfer from Your Card to another Card, the requested amount will be debited from Your Card and credited to the Card You have instructed Us to transfer Your Available Funds or part of Your Available Funds to. You may incur a card-to-card transfer fee for this transaction. Please refer to the Fees and Charges Schedule.
- 6.12 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.



## 7. RESTRICTIONS ON USE OF CARD

- 7.1 You must ensure that You have sufficient Available Funds on Your Card to pay for each purchase, payment or cash withdrawal using the Card.
- 7.2 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.
- 7.3 The Card may not be used for preauthorised regular payments or for any illegal purposes.
- 7.4 We may restrict or suspend use of Your Card without notice if We identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to the Card, if We believe You have not complied with this Agreement, or in the event of exceptional circumstances which prohibit the normal operation of the Card.
- 7.5 Unless it would be unlawful for Us to do so or it is impracticable for Us to do so, where We stop or suspend the use of Your Card in accordance Condition 7.4, We will notify You of this and Our reasons for doing so, by sending an email to the email address You provided Us with when You obtained the Card. Where it is not possible to notify You before We stop or suspend the Card, We will notify You as soon as possible after We have stopped or suspended the Card.
- 7.6 The Card may only be loaded 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 Condition 15.

## 8. MANAGING YOUR CARD

- 8.1 You may check the balance and Available Funds on Your Card or view a statement of recent transactions or an account statement by visiting [www.cashcard.cards](http://www.cashcard.cards) or alternatively You may email Our Customer Services team for this information in accordance with Condition 15 below. You will be charged a fee if you request an official statement of Your transactions from Us in pdf format or, on headed paper, or where You require an official document - for example for administrative or taxing reasons. The transaction history and/or account statement of Your Card is available any time at no charge in Your Cardholder portal.
- 8.2 Some functions are available through SMS, by sending an SMS to +447937947694 from Your mobile number, which You provided at Your Card activation or at the cardholder portal. If You have any questions or difficulties regarding these functions, please visit Our Website or contact Our Customer Services team in accordance with Condition 15. The SMS charges detailed in this Agreement apply when using Your CashCard SMS card function requests. The SMS services are provided to You by provision of an international SMS mobile telephone number, You may incur increased mobile phone charges as a result of using the SMS functions available with Your Card. Please consult with your mobile service provider for further details.

The available functions through SMS are:

- **SMS Forgot PIN:** In case that You forgot Your PIN, You can receive Your PIN on Your mobile phone, by sending the following message: "PINR" plus the last four digits of the card number (ex. "PINR 4321").
- **SMS Card2Card Transfer:** You can send money from Your Card to another CashCard holder via SMS. The following steps must be taken:

Step 1: Login to the Cardholder portal with Your Card number and PIN.

Step 2: Click on "My Account" at the top left corner of the screen and click on "Customer Alerts Management". Be sure You select a new passcode and update Your alert preferences if You have not done so already.

Step 3: Click on "My Account" at the top left corner of the screen and click on "Manage SMS Card Transfers". Add the Card number and create a nickname associated with the Cardholder



You wish to transfer money to via SMS.

Step 4: Text message to +447937947694 and enter the following command: Xfer + Nickname of recipient + amount. Example: Xfer Joe 10.

- **SMS Balance Inquiry:** You can request Your current Card balance by sending the following message: BALINQ from Your mobile phone.
- **SMS Safe Passcode** enables You to generate a one-time CVC code to manage online purchases with Your Card in a safer way and to unlock Your Card. This function enables You to use a generated CVC code instead of the CVC code printed on Your Card. The generated CVC Safe Passcode can only be used once. Afterward it loses validity. To obtain your Safe Passcode, send the following message: SAFE pppp.
- **SMS Card Lock/Unlock:** You can lock Your Card for a certain period, and unlock it, if You want to use Your Card for a transaction. This feature enhances the security of the Card use. (For example, if You lock Your Card, and it is lost or stolen, nobody can use the Card, because the lock can only be removed by an SMS sent from Your mobile phone). To use this function, You must enter a Safe Passcode on Your Cardholder portal.

*To lock Your Card, please send the following message:*  
LOCK pppp

*To Unlock Your locked Card:*  
UNLOCK pppp  
Where: pppp = SAFE Passcode

8.3 If You have opted to receive automatic SMS notifications, You will receive notifications about the following transactions:

- ATM Cash Withdrawals
- ATM Balance enquiries
- Low Balances
- Purchases
- Cash Advances
- Card Transfers – Out
- Card Transfers – In
- Amendments to Your personal data linked to Your Card
- Card Loads
- Card Unloads
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A fee may apply for automatic SMS notification messages. . For the actual fees and charges associated with the automatic SMS notification messages, please see the Annex of this Agreement, or visit Our Website at [www.cashcard.cards](http://www.cashcard.cards), or contact Our Customer Services team.

## 9. EXPIRY OF THE CARD

9.1 Your Card will expire on the Expiry Date. On that date, subject to Condition 9.2 below, this Agreement will terminate in accordance with Condition 10, the Card will cease to function and You will not be entitled to use the Card.

9.2 If Available Funds remain on the Card at the Expiry Date, We will issue a replacement Card, and charge You the fee specified in the Annex of this Agreement. We will notify you about the replacement card by emailing you at the email address last provided by You. We are not obligated to do so and may elect not to issue a replacement Card at Our sole discretion. If You have been issued with a replacement Card, at the Expiry Date of Your Card, any Available Funds will be transferred to the replacement Card.



9.3 Any information for the issuance of a replacement Card in accordance with Condition 9.2 above is available at Our Website.

## 10 TERMINATION OF THIS AGREEMENT

10.1 Subject to Condition 10.2, this Agreement will terminate on the earliest of:

10.1.1 on the Expiry Date of Your Card, this Agreement will automatically terminate;

10.1.2 subject to a replacement Card being issued to You in accordance with Condition 9.2, on the Expiry Date of Your Card, in case of the replacement Card, this Agreement will be automatically extended;

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 Condition 10.4 below.

10.2 We may terminate this Agreement:

10.2.1 if You breach part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 14 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 replenish any shortfall on the balance of Your Card.

10.3 If the Agreement terminates, We will cancel Your Card and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Card.

10.4 You may terminate this Agreement and or redeem some or all of the Available Funds on the Card by contacting Our Customer Services team in accordance with Condition 15. Where You request this, You may be charged a redemption and cash-out fee in accordance with Condition 5. We may deduct any redemption and cash-out fee payable to Us from the Available Funds on the Card and will normally make an electronic transfer to a bank account that You nominate for the amount of the remaining Available Funds on the Card following the deduction of the redemption and cash-out 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 and cash-out fee.

10.5 If You request redemption of the entire remaining balance in accordance with Condition 10.4, We will assume that it is Your intention to terminate this Agreement and will cancel Your Card.

## 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 in accordance with Condition 12.1.

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. You should make sure that the retailer or service provider is genuine and has taken adequate steps to safeguard Your information before proceeding with the transaction and supplying them with the physical Card or details.

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 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 IN WRITING. 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 please notify Us immediately by calling the Lost & Stolen telephone number **+448455280137** or contacting Our Customer Services team in accordance with Condition 15. 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, Peak Financial Services 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-issuance of a lost or stolen card, please see the Annex to this Agreement for further details. Please, notify Your Company about the loss or theft of the Card, and consult with Your Company about the reasons for re-issuing of Your Card.
- 12.3 If We believe You have acted fraudulently, or if We believe You have intentionally or with gross negligence failed to keep Your Card or its details safe at all times, We will hold You liable for all transactions and any associated fees.
- 12.4 Other than the exceptions stated in Condition 12.3, We will limit Your liability to 150 euro for any unauthorised transactions, where You have notified Us in accordance with Condition 12.1. For example in case of transactions that arise from the use of a lost or stolen Card, or where You have failed to keep the security features of the Card safe, but You notified Us immediately after You became aware of these circumstances.

## 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

- 14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, You must contact Our Customer Services team without undue delay - as soon as You notice the problem. Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form.
- 14.2 We will refund any unauthorised or incorrectly executed transaction immediately unless We have reason to believe that the incident may have been caused by a breach of the Agreement, through gross negligence or where We have reasonable grounds to suspect fraud. We shall not be held liable for a transaction that has been incorrectly executed if You have failed to notify Us of a problem without undue delay – in those circumstances, You may be held liable.
- 14.3 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.



- 14.4 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”. In these cases, You will need to contact Our Customer Services team in accordance with Condition 15 and present relevant evidence to show that the transaction has been cancelled or reversed.
- 14.5 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:
- 14.5.1 if We are concerned about the security of Your Card or We suspect Your Card is being used in a fraudulent or suspicious manner;
  - 14.5.2 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;
  - 14.5.3 if there is an outstanding shortfall on the balance of Your Card;
  - 14.5.4 if We have reasonable grounds to believe You are acting in breach of this Agreement; or
  - 14.5.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 14.6 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with Condition 14.5 above, We will notify You as soon as reasonably practicable, that it has been refused and the reasons why it has been refused, together where relevant, with the procedure for correcting any factual errors that led to the refusal. We may charge You each time We notify You that Your payment request has been refused.
- 14.7 You may claim a refund for a transaction that You authorised provided that:
- 14.7.1 Your authorisation did not specify the exact amount when You consented to the transaction; and
  - 14.7.2 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, this Agreement and the circumstances of this case).

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. The refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

## 15. CUSTOMER SERVICES

- 15.1 Our Customer Services team are normally available from 8 am to 11pm, 7 days a week, except on national 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 the following methods:
- Telephoning **+448455280137** to report lost and stolen cards, to activate Your Cards and to receive a PINs and to ask for card balances.
  - For additional information about the use of the Cards, or if You have any enquiries or questions regarding Your Card, please send email to [help@cashcard.cards](mailto:help@cashcard.cards).
  - For complaints about Our service, please send an email to [complaints@cashcard.cards](mailto:complaints@cashcard.cards) or forward your complaint in writing to Peak Financial Services, Suites 7B & 8b, 50 Town Range, Gibraltar.
- 15.2 Our business opening hours are Monday to Friday, 9am to 5pm. Correspondence received after the close of business on a particular day will be treated as having arrived on the following business day.



- 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 Condition 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, sometimes we don't get things right. If you are not happy with how your complaint has been managed by Our Customer Services team and you wish to escalate your complaint, please forward Your complaint to IDT Financial Services, 57-63 Line Wall Road, Gibraltar. Email address: [complaints@idtfinance.com](mailto: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](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://www.fsc.gi).

## 16. LIMITATION OF LIABILITY

16.1 None of the organisations described in Conditions 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 Conditions 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 Condition 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 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 purchaser and the users of the Card in order to operate the Card programme. Peak Financial Services and IDT Financial Services Limited are Data Controllers of Your personal data, and will manage and protect Your personal data in accordance with the Act CXII of 2011 on Informational Self-determination and Freedom of Information (Hungary) and Data Protection Act 2004 (Gibraltar) respectively.
- 17.2 We may transfer Your data outside the EU 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 data outside the EU, We will take steps to ensure that Your data is afforded substantially similar protection as data processed within the EU. Please be aware that not all countries have laws to protect data in a manner equivalent to that of the EU. Your use of Our products and services will indicate to Us that You agree to the transfer of Your data outside the EU. You have the right to object to the processing of Your data and to its transfer outside the EU on compelling legitimate grounds. In case that You decide not to provide Us all of the information We might require, this will limit the services which We are providing to You.
- 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 receive this by writing to Peak Financial Services. Where legally permitted, We may charge for this service.

## **18. CHANGES TO THE TERMS AND CONDITIONS**

- 18.1 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.
- 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 Terms and Conditions will be made available on Our Website at all times and will be available on request.
- 18.3 It is Your responsibility to check the Website regularly for changes to Our Terms and Conditions. We will assume that You have done so, and will be entitled to assume You have accepted any changes to the Terms and Conditions if You have not notified Us that You do not accept the change prior to the date the change takes effect and continue to use the Card. If You do not accept a change, You may end this Agreement in accordance with Condition 10.

## **19. LAW AND COURTS**

- 19.1 The laws of England and Wales apply to these Terms and Conditions and to Our dealings with You and You and will be subject to the non exclusive jurisdiction of the courts of England and Wales.

## **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.

ANNEX – FREE AND CHARGES	CASHCARD EUR	CASHCARD HUF
<b>CARD ACTIVATION AND MONTHLY FEES</b>		
Card Fee Paid with Registration	10,00 €	3 300 Ft
Card Activation Fee	1,00 €	330 Ft
Card Monthly fee	2,00 €	660 Ft
<b>CARD LOADING FEES</b>		
Card Loading by Bank Transfer	1,00 €	330 Ft
Online Card Loading by Debit Card	1,75%, min. 2,00€	1,75%, min. 660 Ft
Card Loading by Worldpay BankIn	3%, min 1,00€	3%, min. 330 Ft
<b>CARD USAGE FEES</b>		
Card2Card Transfer – when sending funds to another CashCard prepaid card	1,00 €	330 Ft
<b>SMS FUNCTIONS</b>		
SMS Forgot PIN	2,00 €	660 Ft
SMS Balance Inquiry	FREE	FREE
SMS Card Lock/Card Unlock	0,50 €	165 Ft
SMS SAFE Code	FREE	KÖLTSÉGMENTES
SMS Transaction Notification	0,20 €	66 Ft
<b>IVR Transactions</b>		
Forgot PIN	2,00 €	660 Ft
Card Block (Lost or Stolen)	FREE	KÖLTSÉGMENTES
<b>ATM transactions</b>		
ATM Domestic Withdrawal	1%, min. 2,00€	1%, min. 660 Ft
ATM International Withdrawal	1,5%, min. 5,00€	1,5%, min. 1650 Ft
ATM Balance Inquiry	FREE	KÖLTSÉGMENTES
ATM Decline	1,00 €	330 Ft
<b>POS TRANSACTIONS</b>		
POS Domestic Transaction	0,20 €	66 Ft
POS International Transaction	0,50 €	165 Ft
POS Domestic Decline	0,20 €	66 Ft
POS International Decline	0,50 €	165 Ft
<b>ADMINISTRATIVE TRANSACTIONS</b>		
Card replacement fee - lost and stolen	12,00 €	3 960 Ft
Card replacement fee - expired validity	10,00 €	3 300 Ft
PIN Change	2,00 €	660 Ft
Account closure	10,00 €	3 300 Ft
Official account statement (per request)	1,00 €	330 Ft
<b>MISCELLANEOUS FEES</b>		
Inactive card monthly fee (after 90 days without transactions occurring or funds being loaded to the prepaid card)	5,00 €	1 650 Ft
Chargeback processing	35,00 €	11 550 Ft
FX Fee POS Domestic	2%	2%
FX Fee POS International	2%	2%
FX Fee ATM Domestic	2%	2%
FX Fee ATM International	2%	2%
Upgrade Fee	6,00 €	1 980 Ft
Online Cardholder Portal Forgot Login Details or Reactivation	5,00 €	1 650 Ft
Transaction Investigation	15 €	4950 Ft



**Card Fee Paid with Registration:** is charged when the Card is ordered by Your Company on Your behalf. Your Company will elect if this fee will be charged to You, or if the Company pays it on Your behalf. Please consult with Your Company in this regard.

**Card Activation Fee:** applies when You activate Your Card. Activation can be done through IVR or SMS.

**Card Monthly Fee:** is charged after each month.

**Card Loading by Bank Transfer Fee:** applies when You load Your Card from a bank account registered in Your name. To see how You can load Your Card, please visit Your Cardholder portal, or Our Website at [www.cashcard.cards](http://www.cashcard.cards).

**Online Card Loading by Debit Card Fee:** applies when You load Your Card on Your Cardholder portal from a debit card registered in Your name.

**Card Loading by Worldpay BankIn Fee:** applies when You do bank transfers (available in various currencies) by using Worldpay or You deposit cash with one of Worldpay's domestic bank partners to load Your card. Worldpay is a contracted service provider of Us.. To find more information about Worldpay, please visit their website at [www.worldpay.com](http://www.worldpay.com). To see the available domestic bank partners of Worldpay, please login to Your Cardholder portal.

**Card2Card Transfer Fee:** applies when You transfer money to someone else's CashCard, or another CashCard Cardholder transfers money to Your Card. The fee is charged to the sender of the money. Card2Card transfer is possible through SMS or online on the Cardholder portal. The Card2Card transfer is only available between Cards denominated in the same currency, that is, both Cards are HUF based, or both are euro based.

**SMS Notification Fee:** is charged in case You require Us to send You an SMS notification after certain transactions. To activate and deactivate this service, please login in to your Card in Our website.

**IVR Transaction Fee:** is charged when You use the IVR - Interactive Voice Response Machine. By calling the IVR machine on +448455280137, and by following the instructions, You will be able to request a new PIN or block Your Card if it is lost or stolen.

**Forgot PIN:** provides You with a reminder of Your forgotten PIN number.

**Card Block:** blocks Your Card immediately in case that Your Card has been lost or stolen. For further details of lost and stolen Cards, please read Section 12 of this Agreement.

**ATM Transaction Fee:** applies when You are withdrawing money from Your Card through an ATM.

**ATM Domestic Withdrawal:** the use of an ATM in the country where Your Card has been issued.

**ATM International Withdrawal:** the use of an ATM outside of the country where Your Card has been issued.

**ATM Balance Inquiry:** if You check Your balance through an ATM, We do not charge You for such an inquiry. Nevertheless, the company operating the ATM machine may charge a fee, therefore please check with the ATM provider before using the ATM for a balance enquiry.

**ATM decline fee:** applies if You have tried to withdraw money from Your Card through an ATM, but the withdrawal request was declined, For example, because You did not have sufficient Available Funds, or You have inserted Your PIN Code incorrectly. However, if Your Card was stolen, and an unauthorized person attempted to use Your Card at an ATM , but failed to do so, We will refund this fee.

**POS Transaction Fee:** applies when You use Your Card at a POS (Point of Sale terminal) or Contactless reader in order to purchase goods.



**POS Transaction Domestic:** the use of Your Card on a POS terminal in the country where Your Card was issued.

**POS Transaction International:** the use of Your Card on a POS terminal outside of the country where Your Card was issued.

**POS Domestic decline:** when a POS transaction is declined in the country where Your Card was issued.

**POS International decline:** when a POS transaction is declined outside of the country where Your Card was issued.

**Card Replacement Fee (Lost or Stolen)** applies if You have reported a lost or stolen card, and require a new Card from Us.

**Card Replacement Fee (expired validity):** applies if the validity of Your Card has expired, and a new Card is issued to You by Us. For further information about the Expiration Date and replacement cards, please read Condition 9 and 10 of this Agreement.

**PIN Change Fee:** applies when You change the PIN of Your Card. Changing the PIN is only available at an ATM machine, which enables such a function.

**Account Closure Fee:** applies when You request Us to cancel Your Card. For further details on cancelling Your Card, please see Condition 10 of this Agreement.

**Official Account Statement Fee:** applies when You request an official statement of Your transactions in pdf format or on headed paper.

**Inactive Card Monthly Fee:** is charged to You, in the event of 90 days without any transaction on Your Card and Your Card remains active.

**Chargeback Processing Fee:** applies when You request a chargeback from Us. For further details on chargebacks, please read Condition 14 of this Agreement.

**FX Fee:** applies when You use Your Card in different currency than its denominated currency. For more detail about the currency exchange, please read Condition 14 of this Agreement.

**Upgrade Fee:** applies when You wish to be able to load funds to Your card in addition to Your salary. In such circumstances, We require You to provide Us with additional personal information and documentation to verify Your identity. For more information about the upgrade, please visit Your Cardholder Portal or Our Website at [www.cashcard.cards](http://www.cashcard.cards).

**Cardholder Portal Forgot Login Details Fee:** applies when You forget Your login details to Your Cardholder portal, and We have to generate new login details.

**Cardholder Portal Forgot Reactivation Fee:** applies if You attempt to enter Your Cardholder portal more than three times incorrectly, and the system blocks Your login details. In this case, Your Cardholder portal needs to be reactivated and new login details must be generated by Us.

**Transaction Investigation Fee:** applies if a transfer of funds to Your Card has been executed incorrectly by the sender of funds, and We must track the transaction, identify where the money has gone to complete the transfer. For example if the sender of funds provides inadequate information needed for the transfer, and that's why the money does not arrive on Your Card. We will keep You informed about the current state of the investigation.