

**SUITS ME ACCOUNT AND PREPAID MASTERCARD®**  
**TERMS AND CONDITIONS**

**Important information you need to know about this Agreement:**

Please read this Agreement carefully before you activate your Card or use any of our services. This information forms the agreement for your Suits Me Account including any associated Card and payment services that we may provide to you. By confirming that you accept the terms of this Agreement, or by activating your Card and/or using our services, you accept this Agreement. If there is anything you do not understand, please contact Customer Care using the contact details in paragraph 21 of this Agreement.

**1. DEFINITIONS**

**Account** means your electronic money account(s) held with PPS which is accessible via the App.

**Account Details** means any details related to your Account, such as, but not limited to, Sort Code and Account Number.

**Account Information Services** means an online service that provides consolidated information on accounts held by you with one or more payment service providers such as banks.

**Account Information Services Provider** means a third-party payment service provider, which is authorised by its Regulator, to provide Account Information Services with your explicit consent, and under a separate agreement that you have signed with them.

**Account Limits** means maximum limits that you can have in relation to the Account, such as the Account Maximum Balance and limits on transactions as referred to in paragraph 2.

**Account Maximum Balance** means the maximum balance you can have on your Account as referred to in paragraph 2.

**Account Number** means your unique personal account number associated with your Account, and it is found on the front of your Card.

**Account Owner** means you, the individual legally responsible for an Account.

**Agreement** means this agreement as varied from time to time.

**App** means the Suits Me App provided to you by the Programme Manager.

**ATM** means an automated teller machine.

**Authorised Third Party Provider** means an Account Information Service Provider and/or a Payment Initiation Service Provider.

**Automatic Payments** means Direct Debits, Standing Orders and Future Dated Payments.

**Available Balance** means the value of available funds in your Account.

**BACS Credit** means BACS Direct Credit being a service enabling organisations to make payments to an account, which takes three Working Days for the funds to be cleared.

**Card** means any prepaid Mastercard card associated with your Account, including any Virtual Cards (and including any additional card(s) that you may request for your Account).

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

**Card Transaction** means a transaction entered into using your Card, including withdrawing cash using an ATM or purchasing a good and/or service using the Card either in person, over the internet or over the telephone.

**Cardholder** means you and any additional Cardholder to whom a Card is issued at your request (if applicable).

**CHAPS** means Clearing House Automated Payments System, a bank-to-bank technology which enables same-day payments to be made within the UK, provided the payment instruction is received by the sending bank or organisation before a certain time.

**Contactless** means a payment feature that provides Cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader, for Card Transactions of up to £30 (as amended from time to time).

**Customer Care** means the team responsible for supporting queries relating to your Account. Contact details for Customer Care can be found in paragraph 21.

**Data Protection Laws** means the Data Protection Act 2018, General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any applicable replacement laws or regulations as may be in force and applicable, from time to time.

**Direct Debit** means a service allowing a third-party to collect pre-authorised funds from your Account electronically on agreed dates, for example to paybills.

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

**E-money** means the electronic money associated with your Account.

**Faster Payment** means a service allowing you to make and receive electronic payments in the UK in GBP, which are received by the recipient bank within 2 hours, provided that the receiving organisation or bank is part of the Faster Payments scheme.

**Full Deductible Amount** means the full amount of the Card Transaction or Payment (as applicable), including the

Card Transaction or Payment itself along with any associated fees, charges and taxes.

**Future Dated Payments** means individual, one-off, Payments set up to be made at a future date which will be received by the recipient bank on the day specified.

**Google Pay** means a mobile payments app that allows Cardholders to make payments from their Card using their mobile device (subject to and in accordance with Google Pay terms of use).

**High Value Payment** means a bank transfer of funds into the Account or a payment received that is higher than those permitted by the Account Limits.

**Information** means any information related to your Account, and any personal information related to you or any additional Cardholder.

**Mastercard Acceptance Mark** means the Mastercard International Incorporated Brand Mark, indicating acceptance of the Card.

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

**Merchant** means a retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark. Please note, your Card can only be used at online Merchants.

**Passcode** means the passcode or thumbprint or other method you use to identify yourself and which is used for authorising any payments from the Account on the App.

**Payment** means a payment made via Faster Payments, Direct Debit, BACS Credit or CHAPS.

**Payment Details** means the details you provide to enable funds to be received into your Account or the details that you provide in order to send funds from your Account.

**Payment Initiation Services** means an online service which accesses the App to initiate a Payment Instruction on your behalf.

**Payment Initiation Service Provider** means a third-party payment service provider which is authorised by its Regulator to provide Payment Initiation Services with your explicit consent and under a separate agreement which you have signed with them.

**Payment Instruction** means an instruction from you or a Payment Initiation Service Provider to make a Payment from your Account.

**PIN** means your four-digit personal identification number for use with the Card.

**PPS** means PrePay Technologies Ltd, a company registered in England and Wales with number 04008083, with its head office at Station

Square, 1 Gloucester Street, Swindon, SN1 1GW, which can be contacted at PO BOX 3883 Swindon SN3 9EA.

**Programme Manager** means Suits Me Limited a company registered in England and Wales (registered number 07349753) whose registered office is at The Old Shippon, Moseley Hall Farm, Chelford Road, Knutsford, Cheshire, WA16 8RB.

**Quasi Cash** means transactions that include, but are not limited to, purchasing traveler's cheques, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

**Redeem, Redeemed, Redemption** means the return (in whole or in part) of the monetary value of e-money in your Account.

**Regulator** means the Financial Conduct Authority in the UK or another European financial services regulator.

**Sort Code** means a six-digit number which can be found on the front of the Card.

**Standing Order** means regular or recurring payments made to a particular person or organisation.

**Strong Customer Authentication** means additional security measures to verify that you have authorised certain Transactions or other actions related the use of your Card and/or Account.

**Virtual Card** the virtual Card available to you to via the App.

**We, Us, Our** means PPS

**Website** means suitsmecard.com

**Working Day** means Monday to Friday, but not including bank or public holidays in England.

**You or Your** means you, the person that has entered into this Agreement with PPS.

## 2. ACCOUNT LIMITS

Subject to any further risk assessment requirements, your Account is subject to the following Account Limits. We can change limits at our discretion at any time to comply with our regulatory obligations and to reduce the risk of financial crime. You can contact Customer Care at any time to ask about the limits applicable to your account.

Load limits:

Load limits	Essential	Premium	Premium Plus
Account Maximum Balance	£5,000	£7,500	£10,000
Daily max load amount	£5,000	£5,000	£5,000
Maximum amount per load	£5,000	£5,000	£5,000
Maximum load per year	£60,000	£90,000	£120,000

Limits applicable for loads via Paypoint:

Paypoint load limits*	Limit
Per transaction	£250
Per day	£500
Per month	£2000

\*Please note that any Paypoint loads will count towards the general load limits set out in this paragraph (for example, if loading £500 via Paypoint, you will only be able to load up to £4500 by other load methods on that day due to the daily max load amount of £5000).

Spend limits:

Spend limits	Essential	Premium	Premium Plus
ATM withdrawals limits per day	£200	£300	£500
Max single Card transaction limit	£5,000	£7,500	£10,000
Max Card transactions limit per day	£5,000	£7,500	£10,000
Max Card transactions per week	£10,000	£15,000	£20,000
Max Faster Payment out limit per transaction (effective 24 <sup>th</sup> May 2022)	£5,000	£5,000	£5,000
Max Faster Payment out limit per transaction (until 23 <sup>rd</sup> May 2022)	N/A	£7,500	£10,000

## 3. SCOPE OF THIS AGREEMENT

- 3.1. Your Card is an e-money prepaid debit card and not a credit or charge card. It is issued by us pursuant to our license from Mastercard. Mastercard is a registered trademark of Mastercard International Incorporated. The Card remains the property of PPS.
- 3.2. The Account is an electronic money product and the electronic money associated with it is provided by us, Prepay Technologies Limited. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010) and we may appoint the Programme Manager as our agent in relation to the services provided under this Agreement.
- 3.3. 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 your Account or Card you should contact Customer Care.
- 3.4. This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card, Account or Payments.
- 3.5. You agree that we may communicate with you by e-mail and/or SMS and/or via the App for issuing any notices or information about your Accounts, your Card or Payments and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated via the App.
- 3.6. If you wish to make use of services provided by an Authorised Third Party Provider on your Account, you may do so provided that you have signed up to use the App and your Account is active. We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator to provide their 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 you explicit consent or share your App credentials with the Authorised Third Party Provider each time an access to your Account is required for them to provide you with their services. You should always consider the implications of sharing your App credentials and your personal information.
- 3.7. If an Authorised Third Party Provider requests access to your Account to provide you with their services using your App 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 Third Party Provider and can only refuse access in certain circumstances.

- 3.8. If you do not wish to use services provided by an Authorised Third Party Provider on your Account, you simply refuse to provide your consent or refuse to share your App credentials with an Authorised Third Party Provider.

#### **4. APPLYING AND REGISTERING YOUR ACCOUNT**

- 4.1. To open an Account, apply for a Card and/or be able to execute Payments, you must be a UK resident who is at least 18 years old.
- 4.2. We will open your Account and issue your Card to you on the basis of the Information that has been provided by you. You must ensure that you provide accurate Information and tell us of any changes as soon as possible so that our records remain correct.
- 4.3. If we discover that the information we hold about you is incorrect, we may have to suspend access to the Account, suspend or cancel your Card and/or your ability to enter into Payments until we can establish the correct information, in order to protect us both.
- 4.4. It is your responsibility to keep us updated of changes to your details.

#### **5. RECEIVING AND ACTIVATING A CARD**

- 5.1. When you receive your Card, you must sign it immediately. You'll need to activate the Card prior to use by calling Customer Care or via the App. You'll need the activation code which you'll find on the letter that came with your Card.
- 5.2. 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 the App.
- 5.3. When you select or change your PIN, you must not select a PIN that may be easily guessed, such as a number that:
  - 5.3.1. is easily associated with you, such as your telephone number or birth date; or
  - 5.3.2. is part of data imprinted on the Card; or
  - 5.3.3. consists of the same digits or a sequence of running digits; or
  - 5.3.4. is identical to a previously selected PIN.
- 5.4. You are responsible for all the Cards issued to your Account and the use of your Account under this Agreement and any fees or charges that these Cards may incur.

#### **6. USING THE CARD AND CARD EXPIRY**

- 6.1. The Card can be used at any Merchant to make purchases via the internet or over the phone (fees may apply, see clause 13). A Cardholder can authorise a Card Transaction at any Merchant by entering the PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow the Cardholder to authorise the Card Transaction by signature of the receipt. A Card Transaction can also be authorised by tapping the Card against a Contactless enabled reader. A Cardholder may be required to undergo additional authentication steps to authorise certain Card Transactions. Please be aware that you may not usually stop a Card Transaction once it has been authorised as at that point it is deemed to be received by us. We may refuse to execute a Card Transaction if we suspect that the Card Transaction is unlawful or fraudulent. We will treat the Card Transaction as authorised and genuine if:
  - 6.1.1. the PIN or other security information personal to the Cardholder is used; or
  - 6.1.2. the Card is used and the Cardholder has authorised the Card Transaction by signature of the receipt;
  - 6.1.3. the Card is tapped against a Contactless enabled reader and accepted by such reader;
  - 6.1.4. the transaction was authorised from the App while you were logged in;
  - 6.1.5. the transaction was authorised from the App which was registered to your Account; or
  - 6.1.6. any additional Strong Authentication Measures (where applicable for a given Transaction) have been completed.
- 6.2. The Card is a prepaid card, which means that the Available Balance will be reduced by the Full Deductible Amount, including additional ATM charges if any. The Cardholder must not use the Card if the Full Deductible Amount exceeds the Available Balance.
- 6.3. Due to security safeguards, Merchants that accept the Card are required to seek authorisation from us for all of the Card Transactions that are made by the Cardholder. There are some circumstances where Merchants may require the Cardholder to have an Available Balance greater than the value of the Card Transaction they wish to make. The Cardholder will only be charged for the actual and final value of the Card Transaction they make. Merchants request this as they may need to access more funds than the Cardholder initially planned to spend. For example:
  - 6.3.1. hotels, rental cars; and
  - 6.3.2. 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 the 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 the Available Balance to make sure sufficient funds are available to cover all purchases.
- 6.4. The Card cannot be used in situations where it is not possible to obtain online authorisation that the Cardholder has sufficient balance for the Card Transaction. For example, but not limited to, Card Transactions on trains, ships, buses and some inflight purchases.
- 6.5. The Card cannot be used at self-service petrol pumps but it can be used to pay by taking it to the cashier.
- 6.6. The Card should not be used as a form of identification.
- 6.7. The Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or for Quasi Cash transactions.
- 6.8. We may ask you to surrender any Cards at any time for a valid reason in accordance with the provisions in paragraph 16 of this Agreement.
- 6.9. If a retailer agrees to give a refund for a purchase made using the Card, the funds will be added to the Available Balance of the Account when we receive the funds from the retailer.
- 6.10. The Card can be used to make Card Transactions in currencies other than pounds sterling, 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 Card Transaction is entered into and the time it is deducted from your Available Balance. You can find out the exchange rate applied to a Card Transaction in your transaction history on the App. We may charge an additional foreign transaction fee for certain foreign currency Card Transactions (see clause 13).
- 6.11. The expiry date of the Card is printed on the front of the Card. The Cardholder will not be able to use their Card once it expires. We may send the Cardholder a replacement Card if requested by the Cardholder (fees may apply, see clause 13).

#### **USING 3D SECURE TO COMPLETE TRANSACTIONS**

- 6.12. 3D Secure is a payment authentication standard for internet purchases which adds an extra layer of security when purchasing goods

or services online with participating retailers. It is a form of Strong Customer Authentication. To enhance the safety of online payments, you will increasingly need to use 3D Secure to confirm it's you when you make payments online.

**6.13.** To use 3D Secure:

- 6.13.1.** you must have internet access;
- 6.13.2.** you must have a mobile phone;
- 6.13.3.** we must have your correct mobile phone number;
- 6.13.4.** your mobile phone must have the App installed.

It is important that you ensure that the personal information we hold for you (in particular your mobile phone number) is up-to-date. You can do this via the App.

- 6.14.** When making a purchase online for which authentication is required, you will be brought to a 3D Secure verification screen.
- 6.15.** You'll be prompted to enter a one-time passcode sent to your mobile phone by text message (SMS) to complete your purchase. You have a set amount of time and a number of attempts to enter the passcode correctly. Alternatively, you may be asked to verify yourself using the App. If you do not enter the passcode correctly or verify yourself via the App (as applicable), you will be unable to complete your online purchase.
- 6.16.** Where applicable, a passcode will only be valid for the online purchase you have received it for.
- 6.17.** We will deem any transaction authenticated using 3D Secure as having been authorised by you.
- 6.18.** We do not charge for 3D Secure, but you are responsible for any SMS fees that may be charged to you by your mobile phone provider.

**7. USING THE ACCOUNT**

The Account may be used for setting up Direct Debits, Standing Orders, and to make Faster Payments including Future Dated Payments subject to Account Limits. The Account can also be used for sending and receiving funds from another Account.

**8. ADDING FUNDS TO THE ACCOUNT**

- 8.1.** Subject to the Account Limits, funds can be added to your Accounts via bank transfer (including Faster Payments, BACS Credit and CHAPS payments) and at Paypoint outlets. The Account Details may be required for adding funds via one of these methods. Depending on how the funds are added to the Account, fees may apply (see clause 13 for more information).
- 8.2.** A payment coming into the Account may not be credited to the Account if:
  - 8.2.1.** the Account has reached the Account Maximum Balance or has exceeded the Account Limits; or
  - 8.2.2.** the funds exceed maximum cash deposit amounts that is permitted; or
  - 8.2.3.** the Account is inactive or blocked; or
  - 8.2.4.** the sender has provided incorrect/invalid Account Details for your Account; or
  - 8.2.5.** we suspect fraudulent activity on the Account; or
  - 8.2.6.** to do so is prohibited by any law.
- 8.3.** The funds may be sent back to the sender or Cardholder (where applicable) without notifying you if paragraph 8.2 applies.

**PAYMENTS OUT**

- 8.4.** If the Automatic Payment on the Account specifies that a payment is to take place on a specified day or on the last day of a certain period, then we will treat the Payment Instruction as being received on the day specified.
- 8.5.** To make a Faster Payment transfer from the Account, you must first set up the recipient as a new payee. For setting up a new payee to make Faster Payment from your Account, you will need to provide name, account number and sort code of the person you wish to pay.

**DIRECT DEBITS**

- 8.6.** To set up a Direct Debit from the Account, you must first authorise the organisation taking Direct Debit payments from the Account.
- 8.7.** If a Direct Debit on the Account specifies that a payment is to take place on a specified day or on the last day of a certain period, then we will treat the Payment Instruction as being received on the day specified.
- 8.8.** Any Direct Debit payment is usually taken from the Account at the beginning of the Working Day it is due.
- 8.9.** It is your responsibility to check there is sufficient Available Balance before any payment is due. If the Account does not have sufficient Available Balance any Direct Debit payment will be rejected and a fee applied in accordance with the costs set below.

**TIMING OF PAYMENTS**

- 8.10.** Any payments will be made within the following timescales:

Type of Transaction	Timescale
Faster Payments out	Will be sent within 2 hours
Incoming payment to Account	Funds will be added to the Account the same Working Day we receive the funds

- 8.11.** The time of receipt of a transaction order is when we receive it. You cannot stop a transaction after it has been transmitted to us and you have given consent, or when you have given your consent to a pre-authorised payment.

**AUTHORISATION FOR PAYMENTS AND STOPPING PAYMENTS**

- 8.12.** It is each your responsibility to ensure correct Payment Details are provided when making any Payments or setting up a payee. You are responsible if you give us incorrect instructions or mistakenly instructs us to make the same Payment more than once, but we will try to help you get the money back. We may not always be able to do this, but we will do all we can. We may charge you a fee for tracing, recalling or cancelling a Payment. We will tell you how much it is before we start the recovery process. If we cannot get the money back, you can request the relevant information we have about the Payment to help you reclaim the money. We will provide this information on receiving a written request from you, unless the law prevents us doing so.
- 8.13.** You can authorise us to make a Payment from your Account via the App by setting up electronic payments and giving us instructions via a third party, such as through a direct debit scheme or a Payment Initiation Service Provider. We will treat a Payment as authorised by you if:
  - 8.13.1.** the Payment was authorised from the App using the required Passcode or other required credentials;
  - 8.13.2.** you have set up or agreed to any Automatic Payments to be taken from your Account; or
  - 8.13.3.** a Payment Initiation Service Provider has instructed a Payment from your Account which you provided consent for.

- 8.14.** We may refuse to execute or process a Payment (without prior notice to you) if:
- 8.14.1.** the Account does not have sufficient Available Balance to cover the payment; or
  - 8.14.2.** the Account is suspended or closed; or
  - 8.14.3.** the Account has reached its Account Limits; or
  - 8.14.4.** we need to do so to comply with the rules of the payment system; or
  - 8.14.5.** we suspect fraudulent activity on the Account or the payment is unlawful or fraudulent; or
  - 8.14.6.** we are concerned about fraud or unauthorised access to the Account by a Payment Initiation Service Provider; or
  - 8.14.7.** we are required to comply with any law.
- 8.15.** If we refuse to process a payment under paragraph 8.14 we will not be liable for any loss this may result in, nor will we be obliged to inform the intended recipient. You can check the Account to ensure there was enough Available Balance and/or that correct recipient details were provided, or can ask us why we have not executed a Payment by contacting Customer Care. Unless the law prevents us, we will explain why and we will also tell you what can be done to correct any errors in the Payment Instruction because we or the Programme Manager are concerned under paragraph 8.14.6. We will contact you (which may include using the contact details provided by you) as soon as possible or in advance if possible to explain why we have refused to process the payment, unless we are prohibited by the law or we have security reasons to do so.
- 8.16.** You may not be able to stop any Payment once it has been authorised. However, you may be able to stop a Direct Debit payment provided that:
- 8.16.1.** the Direct Debit is cancelled at any time up to end of the Working Day preceding the day agreed for debiting the funds; and
  - 8.16.2.** the payment has not already been made.
- 8.17.** If you stop or cancel a Direct Debit, you must tell the recipient to whom the Direct Debit is payable. We will not be responsible if you fail to inform them and the recipient will not have any claim against us.
- 8.18.** You may stop a Standing Order and/or a Future Dated Payment by cancelling the payment on the App before the end of the Working Day prior to the Working Day the Account is due to be debited. We recommend that the recipient is also informed; we will not be responsible if you fail to inform them and the recipient will not have any claim against us.
- 8.19.** If, for any reason, a payment is processed for an amount greater than the Available Balance on your Account, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance immediately after receiving notice 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 and/or closing your Account, to recover any monies outstanding.
- 8.20.** The Available Balance on your Account will not earn any interest.

## **9. CHECKING TRANSACTIONS**

- 9.1.** You can check your Available Balance on the Account, Card Transaction and Payment history via the App.
- 9.2.** A Cardholder can check the Available Balance at an ATM.
- 9.3.** Your monthly Account statements will be made available on the App and we will notify you monthly via email when they become available.

## **10. CANCELLING, CLOSING YOUR ACCOUNT AND REDEEMING E-MONEY**

- 10.1.** You may cancel your Account and any Cards before activating them, and up to 14 calendar days after the date of activation ("cancellation period"), by contacting Customer Care. Please note that Fees that have been paid or are due for services provided under this Agreement prior to cancellation will (where appropriate) be deemed as administrative costs already incurred during this period and will not be refunded. You may transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) before cancelling the Account.
- 10.2.** You may close your Account at any time after the cancellation period and Redeem any Available Balance on the Account by contacting Customer Care. Alternatively, you may at any time transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) and call Customer Care to close the Account.
- 10.3.** Any Available Balance remaining on the Account following closure will remain available to you for a period of six years from the cancellation date. You can Redeem the Available Balance by contacting Customer Care. We will not return any funds remaining on the Account after six years from cancellation of your Account and this Agreement will terminate.
- 10.4.** Once the Available Balance is Redeemed and the Account is closed, your Agreement will terminate. However, if paragraph 10.6 applies to your Account then your Account will remain active and your Agreement will continue to apply to you until there is no money outstanding on your Account.
- 10.5.** All Direct Debit transactions that were set up on the Account will be rejected once your Account is closed.
- 10.6.** If we find any additional withdrawals, fees or charges have been incurred on your Account following the processing of the Redemption request we will require you to refund us immediately upon receiving notice 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.

## **11. YOUR LIABILITY AND AUTHORISATIONS**

- 11.1.** You are responsible for the use of your Cards issued, the Account and Payment Instructions issued. You must ensure that any users of your Account (including any Cardholders) understand and comply with this Agreement.
- 11.2.** We may restrict or refuse to authorise any use of your Account and any Cards issued to your Account including transactions in any legal jurisdiction if using the Card or Account is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you, a Cardholder or a third party has committed or is about to commit a crime or other abuse in connection with the Card or Account.
- 11.3.** Where appropriate, any refusal to authorise a Card Transaction will be relayed to the Cardholder via the Merchant concerned.
- 11.4.** It is your responsibility to ensure Cardholders sign their Card as soon as they receive it and keep it safe. They must also keep safe any security information or credentials related to the Card, the Account and the App.
- 11.5.** You will be liable for all unauthorised Card Transactions and Payments that arise from the use of a lost or stolen Card or Account security information or the misappropriation of the Card or the App or if you or a Cardholder fails to:
  - 11.5.1.** keep the Card and/or security features of the Card and the Account safe;
  - 11.5.2.** notify us that the Card is lost or stolen immediately without delay.
- 11.6.** You must ensure you and/or any Cardholders do not:
  - 11.6.1.** allow another person to use a Card, PIN or Passcode or security information related to the App.
  - 11.6.2.** write down Passcode(s), PIN or any security information related to Card, Account and App unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or

- 11.6.3.** disclose their PIN, Passcode or password or any other security information related to Card, Account and App, 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
- 11.6.4.** enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.
- 11.7.** You should never allow a third party other than a Cardholder or an Authorised Third Party Provider to use or access your Account
- 11.8.** You must not disclose or make available your App credentials to a third party unless the third party is an Authorised Third Party Provider and you want to use their services.
- 11.9.** You will be responsible for all Card Transactions and Payments which either you, any Cardholder or a Payment Initiation Service Provider authorise.
- 11.10.** You will be liable for all Card Transactions and Payments that take place as a result of you or a Cardholder acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such Card Transactions and Payments and any fees and charges relating to such transactions will be deducted from the Available Balance on your Account.
- 11.11.** It is your responsibility to keep us updated of changes to your Information, including e-mail address and mobile numbers. 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.
- 11.12.** To the extent permitted by law, 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 where you are at fault and/or any breach of this Agreement or fraudulent use of the Card, Account, App log in details, or PIN or Passcode by or authorised by either you or any Cardholders.
- 11.13.** The App is only supported on devices where the operating system has not been modified, or jailbroken, or configured to allow software installation from sources other than those approved by the Programme Manager (including but not limited to the Apple App Store and Google Play). Use of the App on such a device is at your risk and neither PPS nor the Programme Manager can be held responsible for any loss or data, Information or financial loss.

## 12. LOST, STOLEN OR DAMAGED CARDS

- 12.1.** In the event of loss, theft, fraud or any other risk of an unauthorised use of the Card, or if the Card is damaged or malfunctions, you must ensure that you or the Cardholder immediately blocks the Card via the App or by contacting Customer Care so that we can block the Card and PIN.
- 12.2.** In the event that you/the Cardholder either blocks the Card or notifies us in accordance with this Agreement that the Card, security information related to the Account or Card (e.g. PIN) or App credentials, have been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to us being notified.
- 12.3.** Provided that the Cardholder has followed one of the steps in accordance with paragraph 12.1 and that paragraph 12.4 does not apply, then you will not be liable for losses that take place following the date on which the Cardholder blocked its Card or informed Customer Care. If there is an Available Balance remaining on your Account, the Cardholder can request a replacement Card for your Account via the App. If we replace the Card, the Card will be delivered to the Cardholder's home address, fees may apply – see clause 13.
- 12.4.** In the event that we have reason to believe that either you or a Cardholder have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or the Cardholder have failed to keep their Card or security information related to the Account safe or you or the Cardholder have breached this Agreement then you shall be liable for all losses incurred as a result of any unauthorised payment transaction.

## 13. FEES

- 13.1.** Your Account is subject to the fees set out below:

COSTS	Essential	Premium	Premium Plus	NOTES
Card Delivery Fee	FREE	FREE	FREE	
Monthly Fee	£0.00	£4.97	£9.97	
ATM Fee (GBP, EUR, RON, SEK)	£1.00 (+2% for foreign currency transactions)	£1.25 (+ 2.35% for foreign currency transactions)	£1.12* (+ 2.35% for foreign currency transactions)	Extra fees may be charged by certain ATM providers
International ATM Fee (Other currencies)	£2.50 (+ 2% for foreign currency transactions)	£2.50 (+ 2.57% for foreign currency transactions)	£2.50 (+ 2.57% for foreign currency transactions)	* 4 per month FREE thereafter £1.12 per domestic withdrawal
ATM Balance Enquiry	£0.50	£0.24	£0.24	

Transaction Fee (Point Of Sale) (GBP, EUR, RON, SEK)	2% for foreign currency transactions	2.35% for foreign currency transactions	2.35% for foreign currency transactions	No fee applicable unless a foreign currency is used for transactions.
International Transaction Fee (Point Of Sale / Internet) (Other currencies)	£1.00 (+ 2% for foreign currency transactions)	£1.97 (+ 2.57% for foreign currency transactions)	£1.97 (+ 2.57% for foreign currency transactions)	
Declined Transaction Fee (Point of Sale/Internet)	£0.50	£0.20	£0.20	
First Load Fee	£5.00 (one off activation fee)	£9.97	£9.97	
Bank transfer IN from UK - Faster Payments	£1.25	FREE	FREE	

Bank transfer IN from UK - BACS	£1.25	FREE	FREE	
Bank transfer IN from UK - CHAPS	£1.25	FREE	FREE	
PayPoint	£2.00 + 2.6%	£0.99 + 2.6%	£0.50 + 2.6%	
Same day Faster Payment transfer from account	£1.00	£0.60	£0.50	
Account to Account Transfer	£1.00	£0.60	£0.50	
Standing order setup fee	£0.60	£0.60	FREE	
Unpaid Direct Debit fee	£5.00	£5.00	£0.50	
Direct Debit Collection Fee	£2.00	£0.60	£0.50	
Declined Transaction Fee - POS	£0.50	£0.20	£0.20	
Administration Fees	£20.00	£20.00	£20.00	Administration fee for instigating a chargeback on request of the Cardholder, transaction revocation, manually rectifying Cardholder errors or investigating shortfalls.
Replacement Card	£3.00	£5.00	£5.00	
Additional Card	£3.00	£5.00	£5.00	
PIN Change at ATM	FREE	FREE	FREE	
Cancel Card/Redemption Fee (if applicable)	FREE	FREE	FREE	
Upgrade or degrade accounts	FREE	FREE	FREE	
Cashback*	FREE	FREE	FREE	*Selective retailers
Call costs to Customer Care Team	Standard geographical rate	Standard geographical rate	Standard geographical rate	

**13.2.** We will deduct any taxes or charges due from the Available Balance on your Account. If there is no Available Balance of funds, 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 INCORRECTLY EXECUTED PAYMENTS AND/OR CARD TRANSACTIONS**

**14.1.** If you have a reason to believe that a Payment and/or a Card Transaction on your Account was unauthorised by either you, a Cardholder, or a Payment Initiation Service Provider or was made incorrectly, you must ensure that you or the Cardholder informs us immediately via the App or by contacting Customer Care, but in any event within 13 months of the date of the relevant transaction.

**14.2.** If an unauthorised Payment and/or a Card Transaction is reported to us:

**14.2.1.** Subject to clauses 14.2.2 and 14.3 we will by the end of the next Working Day refund the unauthorised amount including any fees to your Account and return it to the position it would have been in if the unauthorised Payment and/or a Card Transaction had not taken place.

**14.2.2.** we are not obliged to refund the unauthorised sums to you if we have reason to believe that either you or a Cardholder 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 Payment and/or a Card Transaction was unauthorised, we will refund the unauthorised sums to you straight away.

**14.2.3.** 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.

**14.3.** You will be liable for all unauthorised Card Transactions and/or Payments made from your Account if you or a Cardholder have acted fraudulently or deliberately or with gross negligence failed to keep the Card, Card security information or App credentials safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that the Card, security information related to the Card or App credentials has been lost or stolen.

**14.4.** You will not be liable for unauthorised Card Transactions and/or Payments that occur after you or a Cardholder have told us that the Card, Card security information or App credentials have been lost, stolen or compromised.

**14.5.** If you or a Cardholder tell us that a Card Transaction and/or Payment has been made incorrectly, after we are informed, we will immediately refund your Account with sufficient funds including any charges to restore your Account to the same position as if the incorrect Card Transaction and/or Payment had not been made. However, this will not apply if:

**14.5.1.** you or a Cardholder fail to tell us of the incorrect Card Transactions and/or Payments without undue delay and in any case within 13 months of the date on which the transaction occurred;

**14.5.2.** any Payment Instructions you gave us were incorrect. If so, we will make reasonable efforts to recover your money if the payment has gone missing, but we may charge you a fee to cover our costs in doing so. We will tell you how much it is before we start recovery process. If we are unable to recover the funds, you can request the relevant information we have regarding the transaction to help you reclaim the payment amount. For legal reasons, we are obliged to provide this information on receipt of a written request, except where the law prevents us from doing so; or

**14.5.3.** we can show that the payment was actually received by the other bank (in which case they will be liable).

**14.6.** If funds have been paid in to your Account by mistake.

**14.6.1.** we can take the funds back out of your Account and/or put a hold on the money so it cannot be spent.

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

- 14.6.3.** 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.
- 14.7.** If an error is made in Direct Debit, you will be entitled to a refund from the payee or us under the Direct Debit Guarantee.
- 14.8.** Where you or the Cardholder have agreed that another person can take a payment from your Account (e.g. if the Cardholder has given their 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 if all the following conditions are satisfied:
- 14.8.1.** the authorisation given did not specify the exact amount to be paid;
  - 14.8.2.** the amount that has been charged to your Account was more than you, the relevant Cardholder could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and
  - 14.8.3.** you make the refund request within eight weeks of the date when the payment was taken from your Account.
- 14.9.** We may ask you to provide information as is reasonably necessary to verify that conditions in paragraphs 14.8.1, 14.8.2 and 14.8.3 apply.
- 14.10.** If you ask us to make a refund under paragraph 14.8 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 14.9, within 10 Working Days of the date we receive that information) we will either:
- 14.10.1.** refund the payment in full; or
  - 14.10.2.** tell you the reasons why we do not agree to the refund.
- 14.11.** You will not be entitled to a refund under paragraph 14.8 if:
- 14.11.1.** you or the Cardholder have given us your consent for the payment to be made; and
  - 14.11.2.** 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.
  - 14.11.3.** if the payment in question was higher than you reasonably expected to pay due to a change in any currency exchange rate.
- 14.12.** Paragraph 14.11 does not limit your rights under the Direct Debit Guarantee Scheme.

## **15. VARIATION**

- 15.1.** We may change this Agreement, including fees and limits by providing you with at least two months prior notice via the App and/or 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 App. PPS may need to make such changes for reasons including but not limited to the following:
- 15.1.1.** to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - 15.1.2.** to reflect a change or an expected change in market conditions, general good practice or the cost of providing our services to our customers;
  - 15.1.3.** to conform with or anticipate any changes in the law or taxation, any codes of practice or recommendations of the Financial Conduct Authority or other regulatory body;
  - 15.1.4.** to ensure that our business is run prudently and remains competitive;
  - 15.1.5.** to take account of a ruling by a court, ombudsman, regulator or similar body;
  - 15.1.6.** to make the terms and conditions fairer or clearer for you;
  - 15.1.7.** to rectify any mistake that might be discovered in due course; or
  - 15.1.8.** by agreement with you; or
  - 15.1.9.** to enable us to harmonise our banking interest or charging arrangements
- 15.2.** If you do not agree with the changes to the Agreement, you may at any time within the two calendar months' notice period terminate this Agreement and close your Account in accordance with paragraph 10.2 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.** 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. TERMINATION OR SUSPENSION**

- 16.1.** We can terminate this Agreement at any time:
- 16.1.1.** if we give you two calendar months' notice and refund the Available Balance to you without charge; or
  - 16.1.2.** with immediate effect if you or a Cardholder have breached this Agreement, or if we have reason to believe that you or a Cardholder have used, or intend to use a Card or Account 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.
- 16.2.** We can suspend or terminate any Cards and/or, Account at any time with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice to you if:
- 16.2.1.** we discover any of the Information that you or any additional Cardholder has provided to us in relation to your Account and/or Card(s) is incorrect; or
  - 16.2.2.** we believe that this is necessary for security reasons; or
  - 16.2.3.** 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
  - 16.2.4.** if you have reached your Account Limits or if the Cardholder attempts to load cash higher than the maximum cash deposit amounts that is permitted; or
  - 16.2.5.** any legal obligations require us to do so; or
  - 16.2.6.** you or any Cardholders have breached this Agreement or we have reason to believe that you or any Cardholders have used, or intend to use the Card or Account or the App or the Passcode in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process any transactions due to the actions of third parties.
- 16.3.** In the event that we do suspend or terminate any Cards or Accounts then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards (to the extent the we are permitted by law). We may advise anyone involved in the transaction if a suspension has taken place.
- 16.4.** In the event that any additional fees are found to have been incurred on your Account 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 Account or fees and/or charges validly applied whether before or after termination. We will send a notification to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving notice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **17. OUR LIABILITY**



- 17.1. To the extent permitted by law, 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:
- 17.1.1. 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;
  - 17.1.2. we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
  - 17.1.3. 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;
  - 17.1.4. 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;
  - 17.1.5. in the unlikely event that sums are deducted from your Available Balance but you or a Cardholder did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 14; and
  - 17.1.6. in all other circumstances of our default, our liability will be limited to Redemption of the Available Balance.
- 17.2. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud or any other liability which may not be limited or excluded by law.
- 17.3. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded. the Programme Manager has no liability to you under or in connection with the Card or this Agreement.
- 17.4. 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.
- 17.5. 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 or identity of any Cardholders for security purposes.

## 18. YOUR INFORMATION

- 18.1. Some personal data will be necessary for us to provide you with the Account 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 [suitsmecard.com](https://suitsmecard.com) for full details on the personal data that we hold, how we will use it and how we will keep it safe.
- 18.2. If you allow or give consent to an Authorised Third Party Provider to access your Account to provide their services to you, you should know that we have no control over how an Authorised Third Party Provider will use your information nor will we be liable for any loss of information after an Authorised Third Party Provider has access to your information.

## 19. COMPLAINTS PROCEDURE

- 19.1. To notify us of a complaint regarding any element of the service provided by us please contact Customer Care.
- 19.2. 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 provided to you by email.
- 19.3. If we fail to resolve your complaint to your satisfaction you may be able to 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](http://www.financial-ombudsman.org.uk).

## 20. GENERAL

- 20.1. 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.
- 20.2. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 20.3. 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 Accounts issued to you are terminated 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. We may also permanently transfer our rights and obligations under this Agreement to another card issuer, or cease to provide the Card, by giving you 2 months' notice in writing – this is most likely to occur if the Programme Manager decides to cease to operate Cards through the App or if it changes the provider of cards associated with the App.
- 20.4. 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 17.4 may enforce paragraph 17.
- 20.5. This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain, and download and print, a copy of this Agreement at any time by visiting the App or the Website.
- 20.6. This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.
- 20.7. The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with your Account. We will however safeguard your funds against any loss that can be reasonably anticipated.

## 21. CONTACTING CUSTOMER CARE

- 21.1. If you have a query regarding your Card, Account or a Payment, you can contact 0333 0151 858.
- 21.2. Lost, damaged or stolen cards can be reported via the App and also by calling 0333 0151 858 (available 24 hours a day).

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