

**Tibbaa Smartcard Prepaid Visa Card**

**TERMS AND CONDITIONS (NETHERLANDS)**

(Effective date 27<sup>th</sup> November 2018)

**DEFINITIONS**

**“Account”** means the prepaid electronic money Account and the associated Card(s) issued to You.

**“Agreement”** means these terms and conditions,

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

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

**“Card”, “Prepaid Visa Card” or “Tibbaa Smartcard”** means a physical or virtual electronic money card issued by Us to You.

**“Cardholder”** means You, the person to whom the Account is issued.

**“Commencement Date”** means the date You activate the Card.

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

**“Expiry Date”** means the date printed on Your Card or in the case of a virtual Card, the date on which it expires, which is the date Your Card will cease to work.

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

**“We”, “Us” or “Our”** means IDT Financial Services Limited or Tibbaa Smart Card B.V acting as program manager on its behalf, as the context may require.

**“Website”** means our website at [www.tibbaa.com](http://www.tibbaa.com)

**“You” or “Your”** refers to the cardholder.

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

- 1.1 This Agreement sets out the general terms and conditions that apply to the Tibbaa Smartcard. This Agreement between You and Us governs the possession and use of the Card. By activating the Card (see clause 2.4) you accept the Agreement. Copies of this Agreement can be found on the Website or

can be obtained free of charge by contacting our customer services team in accordance with clause 15.

- 1.2 Cards are issued by IDT Financial Services Limited pursuant to a licence from Visa Europe Limited. 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 Tibbaa Smart Card B.V. Tibbaa Smart Card B.V also provides customer support for Cards as set out in clause 15.
- 1.4 The Agreement will commence on the Commencement Date subject to clause 1.5 and will terminate in accordance with clause 10. This Agreement and all communications between Us and You shall be in the Dutch language.
- 1.5 We reserve the right to refuse Your application to activate the Card if the results of the checks carried out pursuant to clause 3 or otherwise give Us reason to suspect You of being involved in or intending to use the Card for money laundering, terrorist financing, fraud or other illegal activity. If We refuse activation and use of the Card, We will inform You of the refusal but may not inform You of the reason for the refusal.
- 1.6 In some cases, the Tibbaa Smartcard will be distributed by one of Our commercial partners, for example in exchange for electronic goods. Whilst Our commercial partner may distribute the Card, this Agreement is separate and distinct from any agreement You may have with Our commercial partner.
- 1.7 The Tibbaa Smartcard Cancellation Insurance is governed by the separate Tibbaa Smartcard Cancellation Insurance Policy conditions. The Tibbaa Smartcard Cancellation Insurance Policy is provided separately by Tibbaa Smart Card B.V and is underwritten by the Chubb European Group. IDT Financial Services Limited is in no way linked to the provision of this service.

## **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 Visa cards. If You have been provided a virtual Card, you may also have the option to order a physical Card.
- 2.2 The virtual prepaid Card is designed for use in online shops and for telephone purchases where the Card is not required to be physically present. The physical Card may be used in shops and retail locations where You are physically present or for online and other distance transactions. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure. You will not be able to use Your Card to make any purchases from some retailers; such retailers have been blocked by Our systems in order to prevent the potential use of cards for unauthorised or unlawful activity.

- 2.3 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 or payment using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check clause 8 of this Agreement for further information.
- 2.4 When You receive Your Card, it will be issued to You in an inactive state. You will need to activate it by logging onto [mysmartcard.tibbaa.com](https://mysmartcard.tibbaa.com) in Your secure personal login area prior to use. If You do not activate Your Card, any transactions that You attempt to carry out may be declined.

### 3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS

- 3.1 The Card is a financial services product, and We are therefore required by law to hold certain information about Our customers. We use this information to administer Your Card, and to help Us identify You and Your Card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see clause 17 for more information.
- 3.2 In order to obtain a Card, You must be at least 18 years old and a Dutch resident. We may require evidence of who You are and of Your address. We may ask You to provide some documentary evidence to prove this and/or We may carry out checks on You electronically. At Our discretion, certified copies of the documentary evidence can be requested.
- 3.3 When We carry out the checks described in clause 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 affect on Your credit rating.
- 3.4 The activation of the Card will indicate to Us that You consent to the checks described in this Agreement being undertaken.

### 4. FEES AND CHARGES

- 4.1 The fees and charges associated with this Card form an integral part of the Agreement. All fees and charges are set out in the table below and may also be found on Our Website or issued upon request by contacting Our customer services team in accordance with clause 15 or by emailing [smartcard@tibbaa.com](mailto:smartcard@tibbaa.com). 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.

FEES AND CHARGES	PHYSICAL CARD	VIRTUAL CARD
<b>Periodic Fees</b>		
Loyalty Annual Fee for Green / Pink Tibbaa Smartcard (payable annually in advance)	€12.00	n/a
Loyalty Annual Fee for Black Tibbaa Smartcard (payable annually in advance)	€24.00	n/a

Card Enrollment Fee	€12.00	n/a
With the Green or Pink Tibbaa Smartcard, if You prefer, You can pay the first year's Loyalty Annual Fee and Card Enrollment Fee as a combined Monthly Fee. From the second year, We will charge you the Loyalty Annual Fee in advance as normal.	€2.50	n/a
Monthly Inactivity Fee following 3 months or more without transaction or load activity on the Card during the Card term	€2.00	€2.00
Expired Card Management Fee (from the 13th month post expiry)	€2.00	€2.00
<b>Card Loading Administration Fees</b>		
Pay nl top up via Ideal / SEPA	5% of the transaction	5% of the transaction
<b>Transaction Fees</b>		
POS Domestic Transaction Fee	€0.15	€0.15
POS International Transaction Foreign Exchange Fee	5% of the transaction	5% of the transaction
<b>Administrative Transactions</b>		
Card Replacement Fee (lost / stolen)	€5.75	n/a
Card Replacement Fee (expired validity)	€12.00	n/a
Redemption Fee	€6.50	€6.50
<b>Miscellaneous Fees</b>		
Chargeback processing fee	€20.00	€20.00

<b>LIMITS FOR YOUR BLACK TIBBAA SMARTCARD</b>	
Maximum limit per single POS transaction	€9,999
Maximum monthly POS transaction	€29,999
Maximum single load limit	€10,000
Maximum daily load limit	€10,000
Maximum monthly load limit	€30,000
Maximum annual load limit	€30,000
<b>LIMITS FOR YOUR GREEN TIBBAA SMARTCARD*</b>	
Maximum limit per single POS transaction	€1000
Maximum monthly POS transaction	€2500
Maximum single load limit	€500
Maximum daily load limit	€500
Maximum monthly load limit	€1000
Maximum annual load limit	€2500
<b>LIMITS FOR YOUR PINK TIBBAA SMARTCARD*</b>	
Maximum limit per single POS transaction	€1000
Maximum monthly POS transaction	€2500
Maximum single load limit	€500
Maximum daily load limit	€500
Maximum monthly load limit	€1000
Maximum annual load limit	€2500

**\* Certain restrictions apply to Your Green/Pink Tibbaa Smartcard. You are only permitted one Card, either physical or virtual, and will be unable to transfer funds to other Cards (please see clause 5.8) until completion of our due diligence checks detailed in clause 3 are completed.**

## 5. HOW TO USE THE CARD

- 5.1 A Card may only be used by the person to whom the Card was issued. The Card(s) are otherwise non-transferable, and You are not permitted to allow any other person to use the Card(s), for example by disclosing Your PIN or allowing them to use Your Card details to purchase goods via the internet or by telephone. If You have a physical Card, prior to use, the Card should be signed on the signature strip located on the back of the Card.
- 5.2 We will be entitled to assume that a transaction has been authorised by You (and You have therefore given Your consent) where either:
- 5.2.1 in the case of a physical Card:
    - 5.2.1.1 the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;
    - 5.2.1.2 the Card PIN was entered or a sales slip was signed; or
    - 5.2.1.2 Your Card is tapped against a Contactless-enabled reader and accepted by such reader.
  - 5.2.2 in the case of either a physical or virtual Card:
    - 5.2.2.1 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 the Card in the case of an internet or other non face-to-face transaction.
- 5.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme Visa network. Once You have authorised a transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with clauses 13 and 14.
- 5.4 On receipt of notification of Your authorisation of a transaction and the transaction payment order, normally We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. The transactions will be executed as follows:
- 5.4.1 Within the European Economic Area We will execute any transaction:
    - 5.4.1.1 in euro;
    - 5.4.1.2 in sterling or Gibraltar pounds within Gibraltar or between Gibraltar and the United Kingdom in sterling; and
    - 5.4.1.3 involving only one currency conversion between the euro and sterling, provided that the required currency conversion is carried out in Gibraltar and, in the case of cross-border transactions, the cross-border transfer takes place in euro,

by transferring the amount of the transaction to the payment service provider of the retailer by the end of the next Business Day following the receipt of the payment order.

- 5.4.2 Any other transactions within the European Economic Area will be executed no later than 4 Business Days following the receipt of the payment order.
- 5.4.3 If the payment service provider of the retailer is located outside the EEA, We will execute the transaction as soon as possible.
- 5.4.4 The payment order will be received when We receive it from the retailer's payment service provider, or directly from You. If We receive the payment order after 4:30 pm on a Business Day, it will be deemed received by Us on the following Business Day.
- 5.5 Under normal circumstances, if any payment is attempted that exceeds the Available Funds on the Card, the transaction will be declined. In certain circumstances, a transaction may take Your Card into a negative balance – this will normally be where the retailer has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the retailer if We can, providing that We are satisfied that You have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case-by-case basis, but where there is a negative balance on Your Card, We may require You to make up the shortfall and, until there are Available Funds on Your Card, We may restrict or suspend the use of Your Card.
- 5.6 The Card may be used in full or part payment for purchases. In the case of part payment, You will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.
- 5.7 You are able to use Your card to enable Contactless transactions. When using Your card for Contactless transactions, a maximum limit will apply. The limit is regulated by Visa and may vary from time to time. We will advise You what the limit is and of any changes to the limit on Our Website.
- 5.8 If You use Your Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated in at a rate set by the Visa Card scheme network ([http://www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx)). The exchange rate varies throughout the day and is not set by Us, therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our customer services team in accordance with clause 15. You will also be notified of any applicable exchange rate for each transaction in Your online account, which is updated daily, where the exchange was performed by Us.
- 5.9 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – We may be unable to receive or complete transactions.

- 5.10 If You do not use Your Card for 3 months, We will charge You a Monthly Inactivity Fee (see clause 4), which will continue until (i) You start using the Card again, (ii) any remaining Available Funds are depleted, or (iii) termination of the Agreement, whichever is sooner.

## **6. RESTRICTIONS ON USE OF CARD**

- 6.1 You must ensure that You have sufficient Available Funds on Your Card to pay for each purchase or payment using the Card.
- 6.2 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.
- 6.3 The Card may not be used for preauthorised regular payments, or for any illegal purposes. Furthermore, certain types of transactions may be blocked.
- 6.4 You may reload subject to the limits provided in clause 4. For the purposes of preventing fraud, money laundering, terrorist financing or any other financial crime We reserve the right to vary these limits and to decline any reload at any time. 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. Should You have any questions about ways to load Your Card please contact Our customer services team in accordance with clause 15.
- 6.5 Spending limits apply to the Card. For details see clause 4.
- 6.6 No cash withdrawal through an ATM is permitted with Your Card.
- 6.7 Any preauthorisation amount (such as a hotel booking or car hire) will place a “hold” on Your Available Funds until the retailer sends Us the final payment amount of Your purchase, which may take up to 30 days. Once the final payment amount is received, the preauthorisation amount on hold will be removed. During the hold period, You will not have access to the preauthorised amount.

## **7. MANAGING YOUR CARD**

- 7.1 From 13<sup>th</sup> July 2018, We will send You monthly statements by email setting out: a reference enabling You to identify each transaction; the amount of each transaction; the currency in which Your Card is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by Us and the amount of the transaction after the currency conversion, where applicable; and the transaction debit value date.

If there are no transactions on the Card for more than a month then we will not provide you with a statement.

- 7.2 You will need access to the internet to manage the Card. You may check the balance and Available Funds on Your Card or view a statement of recent transactions, which will be updated daily, by visiting

www.mysmartcard.tibbaa.com in Your secure personal login area and following the login request for the Card.

- 7.3 You may require the information specified in clause 7.1 above to be made available as specified in clause 7.2 instead (in the online Account). If You chose to do so, You must separately agree online. If You have any questions, please contact Customer Services (see clause 15).
- 7.4 If You would like Us to provide You with the information set out in clause 7.1 more often than monthly or not by email (or if agreed differently under clause 7.3, more often than agreed or in a different manner than agreed) then We may charge You a reasonable administration fee to cover our costs of providing the information more often or in a different manner.

## **8. EXPIRY OF THE CARD**

- 8.1 Your Card will expire on the Expiry Date. On that date, subject to clause 8.2 below, this Agreement will terminate in accordance with clause 10, the Card will cease to function and You will not be entitled to use the Card.
- 8.2 In some cases, We may issue a new Card to You, shortly before the Expiry Date, however, We are not obligated to do so, and may elect not to issue a replacement Card at Our sole discretion. If we do issue a new Card, a new Expiry Date will apply and the new Card will expire on that Expiry Date
- 8.3 Any arrangements for the issue of a replacement Card in accordance with clause 8.2 above. The “cooling off” period described in clause 9 will not apply to any replacement Card issued by Us. If you do not wish to receive a replacement Card, you may terminate the Agreement free of charge as set out in clause 10.3.
- 8.4 Although the initial duration of the Agreement expires on the Expiry Date, due to the fact that it is possible for the Agreement to be extended, as set out in clause 8.2, We will treat the Agreement as an indefinite Agreement for the purposes of payment regulation and will not charge You a redemption fee if you terminate the Agreement before the Expiry Date. Your right to cancel the Agreement in clause 10.3 remains unaffected.

## **9. COOLING OFF AND REDEMPTION PROCEDURE**

- 9.1 You are entitled to a 14-day “cooling off” period from the Commencement Date during which You may cancel Your Card. Should You wish to cancel Your Card and this Agreement during the “cooling off” period, please return the physical Card to Tibbaa, Lang Kleijweg 62H / 2288GK. Rijswijk, the Netherlands unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made to You. If You only have a virtual Card, You may cancel Your Card by contacting Us in accordance with clause 15.1. If You have used the Card, You will not be entitled to a refund of any funds that have been spent, including any associated fees, but We will refund Your Loyalty Fee, Card Enrolment Fee and any unspent Available Funds free of charge.



- 9.2 Following the end of the “cooling off” period in clause 9.1 above, You may terminate this Agreement in accordance with clause 10.3 and redeem all of the Available Funds on the Card by contacting Our customer services team in accordance with clause 15. Upon the Expiry Date and termination of the Agreement, You may redeem all of the Available Funds on the Card free of charge. Before termination and during Your Agreement with Us You may redeem some or all of the Available Funds by contacting Our customer services team in accordance with clause 15, in which case You will be charged a redemption fee in accordance with clause 4. We will deduct any redemption fee payable to Us from the Available Funds on the Card and will normally 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 fee. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, if Your Card is not in good standing, or if there are insufficient Available Funds to cover the redemption fee.
- 9.3 If You request redemption of the entire remaining balance in accordance with clause 9.2, We will assume that it is Your intention to terminate this Agreement and will cancel Your Card.
- 9.4 If for any reason You have some Available Funds left following the termination of the Agreement, You may redeem them in full at any time. 12 months after termination and as long as there are Available Funds, We will notify You one month in advance that We will start charging You an Expired Card Management Fee for maintaining the funds in accordance with clause 4 and a redemption fee if You request redemption more than one year after the termination.

## 10 **TERMINATION OF THIS AGREEMENT**

- 10.1 Subject to clauses 10.2 and 10.3, this Agreement will terminate on the Expiry Date subject to:
- 10.1.2 a replacement Card being issued to You on or before the Expiry Date of Your Card in accordance with clause 8.2; or
  - 10.1.3 a request for cancellation by You and/or redemption by You of the entire remaining balance on Your Card in accordance with clause 9.2 above.
- 10.2 We may terminate this Agreement and inform You of the termination immediately unless prohibited by law:
- 10.2.1 if You breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use Your Card or any of its facilities in a manner that We believe is fraudulent or unlawful;
  - 10.2.2 if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives; or
  - 10.2.3 if You fail to pay fees or charges that You have incurred or fail to put right any shortfall on the balance of Your Card.

We may terminate the Agreement for no or any reason, including the reasons above, by giving you two months' notice.

- 10.3 You may terminate the Agreement at any time free of charge by contacting Us using the contact details in clause 15.1, except that We will charge You a redemption fee if You terminate the Agreement before the expiry of 6 months of the Agreement.
- 10.4 If the Agreement terminates, We will cancel Your Card(s) and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Card(s) by emailing our customer service team in accordance with clause 15.1.

## **11. KEEPING YOUR CARD AND DETAILS SAFE**

- 11.1 We will assume that all transactions entered into by You with Your Card or Card details are made by You unless You notify Us otherwise in accordance with clause 14.1.
- 11.2 You are responsible for keeping Your Card and its details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction. You should be happy that the merchant or service provider is genuine and has taken adequate steps to safeguard Your information before proceeding with the transaction and supplying them with the Card details.
- 11.3 If You have been issued a physical Card, You must keep Your PIN safe at all times. This includes:
- 11.3.1 memorising the PIN as soon as it is received, and destroying the letter or other document on which We provided the PIN to You immediately;
  - 11.3.2 never writing down Your PIN on Your Card or on anything You usually keep with Your Card;
  - 11.3.3 keeping the PIN secret at all times, including by not using the PIN if anyone else is watching; and
  - 11.3.4 not disclosing the PIN to any person.

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

## **12. LOST, STOLEN OR DAMAGED CARDS**

**Telephone: +31 (0) 70 2 400 174**

- 12.1 If You lose Your Card or it is stolen or damaged or You suspect it has been used by someone else, You must notify Us without undue delay as soon as You become aware of this by telephoning Our customer services team in accordance with clause 15 of this Agreement. You will be asked to provide Your Card number and other information to verify that You are the authorised cardholder. Following satisfactory completion of the verification process, We 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 will issue a replacement Card and/or PIN to You. Certain fees may apply for the re-issue of a lost or stolen card, please see clause 4 for further details. The “cooling off” period described in clause 9 does not apply to replacement Cards.

### **13. PURCHASES FROM RETAILERS**

- 13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.
- 13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty), it can take several days for the notification of the refund and the money itself to reach Us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to Your Card.

### **14. TRANSACTION DISPUTES AND CARD SUSPENSION**

- 14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, in order to get a refund You must contact Our customer services team without undue delay - as soon as You notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from the Card. We will immediately (and no later than close of business on the day the refund was requested) as soon as practicable, and in any event no later than the end of the Business Day following the day on which We become aware of the unauthorised transaction, refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 14, except in cases where We have a reasonable suspicion that You have acted fraudulently, in which case We will conduct an investigation as quickly as possible and notify You of the outcome. If the investigation shows that the transaction was indeed unauthorised, we will refund You as set out above in this clause 14.1.
- 14.2 If a transaction initiated by a retailer (for example, this happens when You use Your Card in a shop) has been incorrectly executed and We receive proof from the retailer's payment service provider that We are liable for the incorrectly executed transaction, We will refund as appropriate and immediately the transaction and any associated transaction fees and charges payable under this Agreement.

We are not liable for any incorrectly executed transactions if we can show that the payment was actually received by the retailer's payment service provider, in which case they will be liable.

We execute transactions in accordance with the transaction detail received. Where the detail was provided to us by you and it was incorrect, we will not be liable for incorrectly executing the transaction, but we will make reasonable efforts to recover the funds involved. In such a case we may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.

- 14.3 If You receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) via Us, We will credit Your Account with the relevant amount of any associated fees and charges so that You will not be at a loss.
- 14.4 Subject to the rest of this clause 14, We will limit Your liability to €50 for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:
- 14.4.1 the loss, theft or misappropriation of the Card was not detectable by You before the unauthorised transaction took place (unless you acted fraudulently, in which case You are liable for all losses incurred in respect of the unauthorised transaction), or
- 14.4.2 the loss was caused by acts or omissions of one of Our employees or agents,
- in which case You are not liable for any losses.
- 14.5 You will be liable for all losses incurred in respect of an unauthorised transaction if:
- 14.5.1 You have acted fraudulently; or
- 14.5.2 have intentionally or with gross negligence failed to:
- 14.5.2.1 look after and use Your Card in accordance with the Agreement; or
- 14.5.2.2 notify Us of the problem in accordance with clause 12.1.
- 14.6 Except where You have acted fraudulently, You will not be liable for any losses incurred in respect of an unauthorised transaction:
- 14.6.1 which arise after Your notification to Us; or
- 14.6.2 where You have used the Card in a distance contract, for example, for an online purchase.
- 14.6.3 where We have failed to provide You with the appropriate means of notification, as found in clause 12.1.
- 14.7 Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation. If Our investigations show that any disputed transaction was authorised by You or You may have acted

fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund.

- 14.8 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use – We refer to this as a “hanging authorisation” or “block”. In these cases, You will need to contact Our Customer Service team in accordance with clause 15 and present relevant evidence to show that the transaction has been cancelled or reversed.
- 14.9 In certain circumstances, We may without notice refuse to complete a transaction that You have authorised. These circumstances include:
- 14.9.1 if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner;
  - 14.9.2 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;
  - 14.9.3 if there is an outstanding shortfall on the balance of Your Card;
  - 14.9.4 if We have reasonable grounds to believe You are acting in breach of this Agreement;
  - 14.9.5 if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
  - 14.9.6 if We are required to do so by law.
- 14.10 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with clause 14.9 above, We will notify You as soon as reasonably practicable of the refusal and the reasons for the refusal, together where relevant, with the procedure for correcting any factual errors that led to the refusal.
- 14.11 We may suspend Your Card, in which case You will not be able to use it for any transactions, if We have reasonable concerns about the security of Your Card or We suspect Your Card is being used in a fraudulent or unauthorised manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card free of charge as soon as practicable once the reasons for the suspension cease to exist.
- 14.12 You may claim a refund for a transaction that You authorised provided that:

- 14.12.1 Your authorisation did not specify the exact amount when You consented to the transaction; and
- 14.12.2 the amount of the transaction exceeded the amount that You could reasonably have expected it to be taking into account Your previous spending pattern on the Card, the Agreement and the relevant circumstances.

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

## 15. CUSTOMER SERVICES AND COMMUNICATION

### **Lost and stolen Card reporting: +31 (0) 70 2 400 174 - 24 hours a day, 7 days a week**

- 15.1 Our customer services team are normally available via email Monday – Friday from 09:00 – 17:00. 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 +31 (0) 70 2 400 174 - 24 hours a day, 7 days a week
- emailing: smartcard@tibbaa.com

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

If We need to contact You in the event of suspected or actual fraud or security threats, We will first send You an email prompting You to contact Our Customer Services team

- 15.2 Our business opening hours are Monday to Friday, 9am to 5pm. Correspondence received after the close of business on a particular day or on a non-business 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 clause 15.1 above. Calls may be monitored or recorded for training purposes.
- 15.4 We do everything We can to make sure You receive the best possible service. However, if You are not happy with how Your complaint has been managed by our customer care team and You wish to escalate Your complaint, You should contact the Card issuer, IDT Financial Services Limited, PO Box

1374, 1 Montarik Building, 3 Bedlam Court, Gibraltar, email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com), web [www.idtfinance.com](http://www.idtfinance.com) in the first instance for further assistance. A copy of Our complaints policy can be found on Our website or requested by contacting us.

- 15.5 If, IDT Financial Services Limited is unable to resolve Your complaint and You remain unhappy, You may contact the Gibraltar Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, e-mail [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://www.fsc.gi). It is important to be aware that legally it is not the role of the Gibraltar Financial Services Commission to resolve disputes between You and Us.

## **16. LIMITATION OF LIABILITY**

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

16.1.1 any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;

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

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

16.1.4 a merchant refusing to honour a transaction or refusing a payment; or

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

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

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

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

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

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

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

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

## **17. YOUR PERSONAL INFORMATION**

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



- 17.4 You have the right to request details of the personal information that is held about You, and You may receive this by contacting Tibbaa Smart Card B.V on the details set out in clause 15. Where legally permitted, We may charge for this service.
- 17.5 Please refer to our Privacy Policy at <http://support.tibbaa.com/business/nl/privacy-policy/> for full details, which You accept by accepting the Agreement.

## **18. CHANGES TO THE AGREEMENT**

- 18.1 If any changes are made, they will be publicised on Our Website at least 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on Our Website at all times and will be sent to You by email upon request free of charge at any point during the Agreement.
- 18.2 We will also notify You of any change to the Agreement by email at least 2 months in advance. You will be deemed to have accepted the change if You do not notify Us otherwise prior to the date the change takes effect and continue to use the Card. If You do not accept the change, You may end this Agreement immediately and free of charge before the expiry of the otice.
- 18.3 There may be times when we will have to change this Agreement without notice or with a notice shorter than 2 months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the Card scheme. If this is the case, we will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible. Your right under clause 10.3 to terminate the Agreement at any time free of charge would not be affected.

## **19. LAW AND COURTS**

- 19.1 The Agreement, and Your relationship with Us arising out of or relating to the Agreement, will be governed by English law and, where European Union law so requires, such national consumer laws that provide greater consumer protection than is available under English law. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the Gibraltar courts, except where European Union law requires a specific dispute to be resolved by the courts of another jurisdiction.

## **20. ASSIGNMENT**

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

## **21. SEVERANCE**

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