

# explorer<sup>®</sup> multi-currency card

## Prepaid Mastercard<sup>®</sup> Terms and conditions



By requesting and using the explorer<sup>®</sup> multi-currency card (the "Card"), you agree that you accept and shall comply with these terms and conditions and the Fees and Limits section in the User Guide.

If there is anything you do not understand, please contact the Moneycorp Bank Team. This is a copy of the Agreement for you to keep. A further copy is available on request and on our website.

### 1. IN THESE TERMS AND CONDITIONS

- 'AED'** means the lawful currency of the United Arab Emirates;
- 'Agreement'** means these terms and conditions and the Fees and Limits section in the User Guide;
- 'ATM'** means cash machine;
- 'AUD'** or **'AUS'** means the lawful currency of Australia;
- 'CAD'** or **'CA\$'** means the lawful currency of Canada;
- 'Card'** means the "explorer<sup>®</sup> multi-currency card" with ATM and Merchant access and functionality, as set out in the Agreement, and where relevant includes any Replacement Card;
- 'Card Fund'** means the aggregate sum of the funds loaded onto the Card in each Currency and available for transactions;
- 'CHF'** means the lawful currency of Switzerland and Liechtenstein;
- 'Currency'** means, subject to clause 2.4, any one (1) or more of GBP, EUR, USD, AUD, CAD, NZD, ZAR, TRY, CHF, AED and any additional currency that we may make available in connection with the Card from time to time;
- 'EUR'** or **'€'** means the lawful currency of the Eurozone;
- 'GBP'** or **'£'** means the lawful currency of Gibraltar;
- 'Merchant'** means a provider of goods and/or services who accepts the Card as a means of payment whether at a distance (e.g. by telephone and online) or over the counter (as applicable);
- 'Moneycorp Bank'** means Moneycorp Bank Limited (reference number FSC0062BNK) whose company number is 113151 and whose registered office is at 7/b King's Yard Lane, Gibraltar, GX11 1AA;
- 'Moneycorp Bank Team'** means any service teams, including call centre services, provided by us or our third party service providers in connection with the Card;
- 'NZD'** or **'NZ\$'** means the lawful currency of New Zealand;
- 'Online'** means the website located at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) or such other website address as designated from time to time that allows you to purchase and manage the Card, including reviewing your balances, checking transactions and transferring funds between Currencies;
- 'PIN'** means a unique Personal Identification Number allocated to each Card;
- 'Personal Information'** has the meaning given in clause 13.2;
- 'Programme Manager'** means Mastercard Prepaid Management Services Limited whose company number is 5429739 and whose registered office is at Access House, Cygnet Road, Hampton, Peterborough, PE7 8FJ, United Kingdom. The Programme Manager administers and services the Card on our behalf;
- 'TRY'** means the lawful currency of the Republic of Turkey;
- 'USD'** or **'US\$'** means the lawful currency of the United States of America;
- 'User Guide'** means the user guide that is provided to you with the Card;
- 'We', 'Us', 'Our'** means Moneycorp Bank;
- 'Working Day'** means Monday to Friday 9am to 5pm, except for any public or bank holidays in England and/or Gibraltar;
- 'You', 'Your'** means the purchaser of the Card;
- 'ZAR'** means the lawful currency of South Africa.

### 2. THE CARD

- 2.1** To apply for the Card, you must already have a deposit account with us, be at least eighteen (18) years old and an EU resident. We may ask to see evidence of who you are and your address. We may ask for documentary evidence to prove this and/or we may carry out checks on you electronically.
- 2.2** When we perform electronic checks, Personal Information provided by you may be disclosed to a registered credit reference agency or fraud prevention agency, who may keep a record of that information (see clause 13). By purchasing or requesting the Card, you agree to your Personal Information being used and passed to such agencies for this purpose.
- 2.3** The Card can be loaded Online using GBP, converted into any available Currency and the exchange rate will be determined by us. If you use the Online services, you may be able to load the relevant Currency directly on to the Card from your deposit account with us, in which case no currency conversion takes place. Please check with [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) to find out how you can reload the Card, as we may make additional methods available to reload the Card from time to time. Unless otherwise notified to you, the Agreement shall apply to such additional methods. You may only use the Card in accordance with the Agreement.
- 2.4** The Currencies available in respect of the Card may vary from time to time. Before you make a decision to purchase a Card, please check on [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) for details of available Currencies. We will accept no liability for the removal of any Currencies. We may introduce new Currencies from time to time. If we introduce a new Currency, the Agreement shall apply to such new Currency, and unless otherwise notified to you, the Fees and Limits section in the User Guide shall be deemed amended to apply to such new Currency.
- 2.5** Subject to clause 3.3, you are responsible for determining the amount held in each Currency and for ensuring you have sufficient funds for all transactions. Subject to the terms of the agreement, you may allocate amounts between the various Currencies Online at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) and/or by such additional methods as we may make available to you from time to time. You will be required to accept separate terms and conditions in order to use the Online services.
- 2.6** There is no interest payable to you on the balance and the Card Fund does not amount to a deposit with us. The Card Fund is separate to any deposit account you may have with us.

### 3. USING THE CARD

- 3.1** The Card can be used worldwide at ATMs and Merchants, including shops, restaurants and online, providing there are sufficient funds available on the Card for the transaction, including any applicable fees. The Card may not operate in some countries or geographical regions, due to restrictions. Please verify the list of countries and regions with restrictions at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer). We offer no guarantee that the Card can be used at any particular location. We will not accept any liability where the Card cannot be used.
- 3.2** Subject to clauses 3.3 and 8.3, the applicable Currency balance (and therefore the total Card Fund) will be debited with the amount of each cash withdrawal or transaction plus any fee, and these debits will reduce the balance of the applicable Currency (and therefore the total Card Fund). Merchants that accept the Card are required to seek authorisation from us for all the transactions that you make and we cannot stop a transaction once authorised.

Some Merchants may not be able to authorise your transaction if they cannot obtain an online authorisation from us. Examples include some in-flight purchases, car park vending machines and toll booths.

**3.3** If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies held on the Card in the following order of priority: GBP, EUR, USD, AUD, CAD, NZD, ZAR, TRY, CHF and AED. If, following use of the available balances of all Currencies, there are still insufficient funds to pay for a transaction, the Card may be declined or the Merchant may allow you to pay the balance by some other means. If we change the Currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of the Agreement directly and/or through [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer). We will not be liable for any additional cost and/or charges incurred as a result.

**3.4** When using the Card at certain Merchants including bars and restaurants, an additional amount (typically 10%-20%) is automatically added as an anticipated service charge or tip, temporarily reducing the balance on the Card. When the Card is used to purchase fuel at an automated fuel pump, the Card must have a minimum balance of typically between £10-50 or currency equivalent. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on the Card. If your actual service charge or tip is less than the additional amount added or you spend less than the minimum amount when purchasing fuel, it may take up to seven (7) days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between you and the Merchant will be deducted from the Card. For further information please refer to the FAQs at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer). If the value of the final bill exceeds the relevant available Currency balance on the Card, the remaining amount will be funded by converting that amount into the next available Currency in the order of priority (see clauses 3.3 and 8).

**3.5** We do not recommend using the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as Merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend; or as (ii) an arrangement for periodic billing, as any debits to the Card as a result of such arrangements will be considered to have been authorised by you.

**3.6** The Card is only for your use and expires on the date appearing on the front of the Card. Upon expiry you will still be able to obtain a refund of the balance in accordance with the Agreement, or you may choose to transfer the remaining funds to a new Card. You may be charged for this service as detailed in the Fees and Limits section in the User Guide.

**3.7** If the Card is damaged, lost or stolen, you may contact the Moneycorp Bank Team to request a replacement Card ("Replacement Card"). Any request for a Replacement Card must be made on or before the Termination Date and the balance of the Card will be transferred to the Replacement Card. A fee will be charged for a Replacement Card, as per the Fees and Limits section in the User Guide. The Replacement Card fee will usually be charged in GBP, unless there are insufficient funds available in GBP, then the amount will be funded by converting the outstanding amount into an available Currency balance on the Card and a foreign exchange rate will be applied (see clauses 3.3 and 8). The foreign exchange rate used is the rate determined by us on the day the fee is applied.

**3.8** A monthly inactivity fee will be applied until the balance of the Card is zero (0), unless you have used the Card for loads, reloads or transactions in the previous twelve (12) months. The monthly inactivity fee is deducted from the Card Fund. If a foreign exchange conversion takes place, the foreign exchange rate used is the rate determined by Mastercard to be the wholesale rate in effect on the day the fee is applied. The monthly inactivity fee is shown in the Fees and Limits section in the User Guide.

**3.9** You agree not to use the Card for money transfers (i.e. sending the funds to a third party) or to access money transfer services, or for accessing or purchasing goods from adult or gambling locations or internet sites, or for any unlawful activity. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. We reserve the right to suspend the Card, terminate the Agreement and exercise any other remedies available to us due to your failure to comply with any part of this provision.

**3.10** The Card can only be used if it is in credit. In the unlikely event that the Card Fund (or any Currency balance) drops below zero (0), following any transaction authorised by you, the resulting debit balance immediately becomes a debt, payable by you to us and you agree to reload the Card Fund (or the relevant Currency) to bring the balance back to zero (0) or above, within thirty (30) days of request. If the Card Fund (or any Currency balance) does drop below zero (0), you must not make any subsequent transactions. We are entitled to set off any sum of money on a Currency due from you to us against any positive balance in any other Currency should you fail to bring a balance back to zero (0) within thirty (30) days of our request.

**3.11** If you are entitled to a refund for goods or services purchased using the Card, or another credit for any other reason, this will be made to the Card and a foreign exchange rate may be applied.

**3.12** We are entitled to set off any sum of money on the Card due from you to us against any positive balance on any other card or accounts (including any deposit accounts and/or notice accounts) held by you with us.

### 4. KEEPING THE CARD AND PIN SECURE

- 4.1** You must sign the back of the Card as soon as you receive it.
- 4.2** You must do all that you reasonably can to keep the Card and the PIN and other security details secret and safe at all times and not disclose them to any third party including family members.
- 4.3** You must never allow anyone else to use the Card, PIN or other security information. You must not write the PIN on your Card or record the PIN on anything that you carry with the Card.
- 4.4** We will never ask you to reveal any PIN.
- 4.5** You must not tamper or interfere with the Card, including its magnetic strip and integrated circuit.
- 4.6** You will be able to change the PIN at any participating ATM that has a PIN change facility. If you forget the PIN, you can obtain a PIN reminder by calling the Moneycorp Bank Team at any time, answering the security questions you supplied on your application and following the prompts.
- 4.7** The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact the Moneycorp Bank Team for assistance. There may be a twenty-four (24) hour delay in reactivating the PIN, and we may not be able to reactivate the PIN whilst you are abroad. If the PIN is disabled, or if a Merchant does not accept chip and PIN, you will be required to sign for any transactions at Merchants, provided that this is supported by and acceptable to the Merchant.
- 4.8** You must call the Moneycorp Bank Team immediately and without undue delay if the Card is lost or stolen, you believe it could be misused, or you suspect that someone else may know the PIN or any other security details. We will suspend the Card to prevent further use. If a lost Card is subsequently found, it must not be used unless the Moneycorp Bank Team confirms it may be used.
- 4.9** You will be required to confirm details of any loss, theft or misuse to the Moneycorp Bank Team in writing and you must assist us and the police in any enquiries.

## Prepaid Mastercard<sup>®</sup> Terms and conditions

**4.10** We may suspend the Card, with or without notice, if we think the Card has been or is likely to be misused, or if you break any important term or you repeatedly break any term and fail to remedy it, or if we suspect any illegal use of the Card. If we do suspend the Card, we will inform you of our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.

**4.11** If you authorise a transaction and we consider that all of the conditions set out below apply, we will refund the full amount of the payment, or provide you with our reasons for refusal, or request that you provide additional information as is reasonably necessary to verify that such conditions apply, within ten (10) working days of receiving your request or if so requested within ten (10) working days of receiving any such additional information required:

- a) you did not know the exact amount of the payment when you gave your authority (for example an authorisation for a hire car or hotel room); and
- b) the amount charged exceeds the amount you reasonably expected to pay, taking into consideration your previous spending pattern, these terms and conditions and the circumstances of the transaction (excluding exchange rate fluctuations); and
- c) you request a refund within eight (8) weeks from the date the funds were debited. No refund will be made if you have given us your consent for the payment to be made and, where applicable, details of the payment are made available to you.

### 5. LIABILITY FOR UNAUTHORISED TRANSACTIONS

**5.1** We recommend that you check your transaction history and balance at least once a month. If you notice an error in any Card transaction or a Card transaction that you do not recognise, you must notify the Moneycorp Bank Team without undue delay and in any event no later than thirteen (13) months of the transaction debit date. We may request that you provide additional written information concerning any such Card transaction on the dispute form, which can be found on [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer).

**5.2** We will refund any unauthorised transaction immediately, unless we have reason to believe (based on the evidence available to us at the time you report the unauthorised transaction) that the transaction was authorised by you, or caused by you breaking any important term or repeatedly breaking any term and failing to remedy it, or you allowed it to happen because of your gross negligence, or we have reasonable grounds to suspect fraudulent activity on your part.

**5.3** If we make an immediate refund in accordance with clause 5.2, or make a refund after investigating the transaction, we reserve the right to reverse the refund if we do not receive a completed dispute form providing details of the unauthorised transaction from you within ten (10) working days of our request.

**5.4** Further to clause 5.2, if we do not make an immediate refund and you still wish to dispute the transaction as unauthorised, we reserve the right to request additional written information in the form of a statement signed by you providing evidence to support your claim that the disputed transaction was unauthorised. You may be prosecuted in the event you make a fraudulent claim for an unauthorised transaction whether or not you have received a refund.

**5.5** Where the Card is lost or stolen, or you have failed to keep the security features of the Card safe in accordance with this Agreement, your maximum liability will be limited to £50 (or Currency equivalent), unless you have acted fraudulently or have with intent or gross negligence failed to comply with this Agreement, in which case you may be liable for the entire loss. The £50 maximum liability will usually be charged in GBP, unless there are insufficient funds available in GBP, then the amount will be funded by converting the outstanding amount into an available Currency balance on the Card and a foreign exchange rate will be applied (see clauses 3.3 and 8). The foreign exchange rate used is the rate determined by us in effect on the day the amount is debited.

**5.6** Subject to clauses 5.2, 5.3, 5.4 and 5.5, where it is determined that you are not liable for an unauthorised transaction, you will not be liable for any of the loss incurred, we will refund the value of that transaction immediately and we will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you have disputed has been authorised by you or on your behalf, or you have acted fraudulently, we will not refund the value of the transaction and we may charge you an investigation administration fee of up to £50. The investigation administration fee will usually be charged in GBP, unless there are insufficient funds available in GBP, then the amount will be funded by converting the outstanding amount into an available Currency balance on the Card and a foreign exchange rate will be applied (see clause 8). The foreign exchange rate used is the rate determined by us on the day the investigation administration fee is applied.

### 6. FEES AND LIMITS

**6.1** Fees and limits apply to the Card, as indicated in the Fees and Limits section in the User Guide. The fees we charge are subject to change from time to time, in accordance with the Agreement. You will be notified of any change in the applicable fees.

**6.2** You agree to pay and authorise us to debit the Card Fund for the fees set out in the Fees and Limits section in the User Guide and in these terms and conditions. These fees may be debited from the Card Fund as soon as they are incurred. If there are insufficient funds within a Currency to pay such fees, or the local currency is not a Currency available on the Card, then we may automatically deduct funds from other Currencies in the following order of priority: GBP, EUR, USD, AUD, CAD, NZD, ZAR, TRY, CHF and AED. Please refer to the Fees and Limits section in the User Guide and clause 8.

**6.3** From time to time, we may limit the amount you can load on the Card, or the amount you can withdraw from ATMs or spend at Merchants over certain time periods. Some Merchants and ATM operators also impose their own limits on the amount that can be spent or withdrawn over a specific time period.

**6.4** Certain Merchants may charge an additional fee if the Card is used to purchase goods and/or services. The fee is determined and charged by the Merchant and is not retained by us. We will not be liable for any such fees incurred.

**6.5** For details on the fees and limits that apply to the Card, please refer to the Fees and Limits section in the User Guide, or on [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer).

### 7. CARD FUND

**7.1** Until the expiry of the Card or termination of the Agreement, you can add additional funds to each Currency Online (where we will advise you of the acceptable methods of payment) or through other methods made available from time to time, which are set out at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer), and are subject to certain limits and a fee (refer to the Fees and Limits section in the User Guide).

**7.2** You may also be able to make a balance enquiry at some ATMs, although availability is dependent on the country and the ATM used. There may be a fee payable (to the ATM operator) for balance enquiries. We will not be liable for any such fees incurred.

**7.3** If an ATM displays a balance for the Card Fund, then this may be displayed in a currency different to the Currencies on the Card, in which case the exchange rate applied may be different to ours and discrepancies can arise. An ATM will not display a balance for each Currency. An accurate balance for each Currency can be obtained Online at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer). We will not be liable for any losses arising as a result of any such discrepancies.

**7.4** Information you send us over the internet may not be completely secure and the internet and the online systems are not controlled or owned by the Programme Manager or us. Therefore, neither the Programme Manager, nor we, can guarantee that they will function at all times and the Programme Manager and we accept no liability for unavailability or interruption, or for the interception or loss of Personal Information or other data. The use of the internet and online systems is entirely at your own risk.

### 8. FOREIGN CURRENCY TRANSACTIONS

**8.1** There are some instances where a foreign exchange rate will apply:

- a) initial load or reload, where you allocate funds in a different Currency;
- b) point of sale transactions, where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 3.3 due to insufficient funds);
- c) ATM withdrawals where the local currency is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 3.3 due to insufficient funds);
- d) when an ATM fee is charged and the currency of your transaction does not match one of the Currencies on the Card or there are insufficient funds in the relevant Currency on your Card to cover the whole transaction and/or fee;
- e) where you allocate funds from one Currency to a different Currency;
- f) where we allocate funds from one Currency to a different Currency in accordance with the Agreement; and
- g) when a Replacement Card fee, an inactivity fee, the £50 maximum liability (see clause 5.5) or an investigation administration fee is charged and there are insufficient funds available in GBP. The method for calculating the foreign exchange rate for each scenario is as set out below.

**8.2** The foreign exchange rate used for initial loads and reloads varies by the load or reload methods that you use. When funds are loaded onto the Card, the payment is generally made by you in GBP and we convert that amount into the Currency of your choice. If you use the Online services, you may be able to load the relevant Currency directly on to the Card from your deposit account with us, in which case no currency conversion takes place. The transaction history Online at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) will show the foreign exchange rate applied. We recommend that you check [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) from time to time for the methods available to load or reload the Card.

**8.3** If a point of sale transaction or ATM withdrawal is made in a currency which is different to any of the available Currencies on the Card, or exceeds the relevant available Currency balance on the Card, the amount will be funded by converting the transaction amount into the next available Currency balance on the Card in the following order of priority: GBP, EUR, USD, AUD, CAD, NZD, ZAR, TRY, CHF, AED. The foreign exchange rate used is the rate determined by Mastercard<sup>®</sup> to be the wholesale rate in effect on the day the transaction is processed by Mastercard, plus the relevant fee for transferring money from one currency to another, as detailed in the Fees and Limits section in the User Guide.

**8.4** If an ATM withdrawal is made in a currency which is different to any of the available Currencies on the Card, or exceeds the relevant available Currency balance on the Card, then the GBP ATM fee will be applied and will be converted into the last Currency being used to fund the transaction at a foreign exchange rate determined by Mastercard on the day the transaction is processed.

**8.5** The foreign exchange rate used for allocating funds from one Currency to another Currency is set and determined by us and varies each day. See the Fees and Limits section in the User Guide.

**8.6** Where the Agreement is terminated, the remaining funds on your Card will usually be transferred directly to your deposit account with us, in which case no currency conversion takes place. If the remaining funds are made available to you using an alternative method and these funds are converted into another currency then a foreign exchange rate will used for this conversion and it will vary each day.

**8.7** Where a Replacement Card fee, the £50 maximum liability (see clause 5.5.) or an investigation administration fee is charged and there are insufficient funds in GBP, the amount will be funded by converting the outstanding amount into an available Currency balance on the Card. The method for calculating this is described in clauses 3.7, 5.5 and 5.6 respectively.

**8.8** Where a monthly inactivity fee is charged and there are insufficient funds in GBP, a foreign exchange rate may be applied. The method for calculating this is described in clause 3.8.

**8.9** Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

### 9. REDEMING UNSPENT FUNDS

**9.1** Via the Online service: You may redeem funds from the Card in any available Currency by transferring them direct to your deposit account with us, in which case no currency conversion takes place.

### 10. CANCELLATION RIGHTS

**10.1** If you have bought the Card Online, you have a legal right to cancel the Card up to fourteen (14) days after you have received confirmation of your purchase, without being charged a cash-out fee – this fourteen (14) day period is known as the “Cooling-Off Period”. If the Card is cancelled, we will block the Card immediately so it cannot be used and you should also ensure that you destroy the Card. You can cancel the Card by calling the Moneycorp Bank Team. Once we have received your cancellation notice, we will process and refund the funds remaining on the Card to your deposit account with us as soon as possible and in any event within thirty (30) days. You will not be entitled to a refund of money you have already spent on transactions authorised or pending, or any fees for use of or otherwise in connection with the Card before the Card is cancelled. Where a foreign exchange rate is applicable to the refund, the foreign exchange rate used at the time the refund takes place may not be the foreign exchange rate used when the Card was initially loaded.

### 11. ENDING THE AGREEMENT

**11.1** Subject to clause 11.7, this Agreement shall terminate on the earlier of (i) the expiry of the Card; or (ii) the closure of your deposit account with us (“Termination Date”). If you hold a joint deposit account with us and you are removed from such joint deposit account, then this shall be deemed to be a closure of your deposit account for the purposes of this clause 11.1.

**11.2** Subject to clause 11.4, we may end this Agreement prior to the Termination Date by giving you at least two (2) months’ written notice by letter or email to the address you have provided us.

**11.3** You may end this Agreement prior to the Termination Date at any time by writing to or emailing us at [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer). You will not be entitled to a refund of money you have already spent on transactions authorised or pending, or any fees for use of or otherwise in connection with the Card before notice of termination is received.

**11.4** We may ask for the return of the Card, and end this Agreement prior to the Termination

# explorer<sup>®</sup> multi-currency card

## Prepaid Mastercard<sup>®</sup> Terms and conditions



Date, with or without notice, if you break any important term or you repeatedly break any term and fail to remedy it.

**11.5** Upon ending this Agreement in accordance with the terms and conditions, you will no longer be able to use the Card. The ending of this Agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 9 above.

**11.6** The provisions of clause 9 shall survive termination of this Agreement.

**11.7** For the purposes of clause 11.1, the expiry of the Card shall mean the expiry of the initial Card (including any Replacement Card) issued to you under this Agreement.

### 12. CHANGING THE TERMS

**12.1** We have the right to amend the Agreement and will notify you of any such changes by email or in writing. The latest version of the Agreement shall be available on [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer).

**12.2** We will notify you of changes at least two (2) months before the change is implemented. If you are dissatisfied with any change, you can end the Agreement by contacting the Moneycorp Bank Team. You understand and agree that you will be deemed to have accepted the changes, unless you notify the Moneycorp Bank Team to the contrary before they come into force.

### 13. PERSONAL DATA

**13.1** We may contact you by telephone, letter, SMS or email at the contact details you provide us. You must let the Moneycorp Bank Team know immediately if you change your name, address, phone number or email address.

**13.2** By purchasing the Card and using it, you consent to us, and our service providers, processing the information we collect from you ("Personal Information"), when we provide you with the Card and all related services, under the Agreement.

**13.3** We may use your Personal Information to:

- a) enable us to provide the Card and all related services and for verification of your address and identity;
- b) protect against and prevent fraud, unauthorised transactions, claims and other liabilities;
- c) provide, administer and communicate with you about products, services and promotions which we think may be of interest to you (including contests, offers, competitions and promotions), and to notify you about important changes to the features and operations of those products and services. If you do not want to receive marketing information about our products and services, please contact us. You will, however, still receive operational and administrative messages related to the Card and any enhancements or changes to the Card;
- d) operate, evaluate and improve our business (including developing new products and services, managing our communications, determining the effectiveness of our advertising, analysing our products and services, training, performing and producing data reports and analysis that have been anonymised to ensure that they do not identify you as an individual, and performing accounting, billing, reconciliation and collection activities).

**13.4** We may also share your Personal Information with our service providers who perform services on our behalf, including the Programme Manager.

**13.5** We may share your Personal Information with credit reference agencies and fraud prevention agencies (i) to make enquiries when you ask for the Card or to assist us in managing the Card; (ii) to share information about you and how you manage the Card; (iii) if you give us false or inaccurate information or we suspect fraud. These agencies keep a record of our enquiries and may record, use and give out information we give them to lenders, insurers and other organisations to make assessments and to help make decisions on you and members of your household, for debt tracing and to prevent fraud and money laundering.

**13.6** We may also disclose information about you (i) if we are required to do so by law or legal process, (ii) to law enforcement authorities or other government officials, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity.

**13.7** Your Personal Information may be processed outside of the country of purchase (which may be outside of the European Economic Area), but all service providers are required to have adequate safeguards in place to protect your Personal Information.

**13.8** If you have agreed, we may contact you about other products and services and offers available from selected companies, which we believe may interest you or benefit you financially. If you no longer wish to receive this information, please contact the Moneycorp Bank Team.

**13.9** You can contact the Moneycorp Bank Team for a copy of the Personal Information we hold about you. A fee may be charged for this service.

**13.10** We may monitor or record telephone calls with you to aid us in the provision of the Card and all related services, to detect or prevent fraud or other crimes, to help improve our service and for staff training purposes.

### 14. OUR LIABILITY

**14.1** Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

- a) 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;
- b) we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- c) 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 Card Fund;
- d) where sums are incorrectly deducted from your Card Fund due to our default, our liability shall be limited to payment to you of an equivalent amount; and
- e) in all other circumstances of our default, our liability will be limited to redemption of the Card Fund.

**14.2** We are not responsible for ensuring that ATMs and point of sale terminals will accept the Card, or for the way in which a Merchant processes a transaction. We will not be liable to you for disputes concerning the quality of goods or services purchased on the Card or any additional fees charged by the operators of these terminals (for example when you withdraw currency from an ATM, the ATM provider may charge you an additional fee for the service).

**14.3** Nothing will limit our liability to you for death or personal injury arising out of our negligence, or for our fraud, or insofar as any limitation or exclusion of liability is prohibited by law.

### 15. LAW, JURISDICTION AND LANGUAGE

**15.1** This Agreement and any disputes, which arise under it, shall be exclusively governed by Gibraltar law and subject to the non-exclusive jurisdiction of the Gibraltar courts.

**15.2** We will communicate with you in English. This Agreement is written and available in English only.

### 16. THIRD PARTY RIGHTS

**16.1** Except for any party referred to in clause 17, nothing in the Agreement gives any third party any benefit or right (including any enforcement right).

### 17. TRANSFERRING OUR RIGHTS

**17.1** We may assign any of our rights and obligations under the Agreement, without your prior consent, to any other person or business, subject to such party continuing the obligations in the Agreement to you.

### 18. COMPENSATION

**18.1** This Card is an electronic money product and although it is a product regulated by the Gibraltar Financial Services Commission, it is not protected by the Gibraltar Deposit Guarantee Scheme or any other compensation scheme. However, in order to provide protection to you, the funds held in respect of the card are safeguarded by us in segregated client accounts with an authorised credit institution in accordance with the Financial Services (Electronic Money) Regulations 2011.

### 19. CONTACT DETAILS

**19.1** If you have any queries regarding the Card, please refer to [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer).

**19.2** If you have any further queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require information about your Personal Information, please contact the Moneycorp Bank Team.

**19.3** The Moneycorp Bank Team can be contacted using the details in the User Guide or by writing to Moneycorp Bank, 7/b King's Yard, Gibraltar, GX11 1AA.

**19.4** Any notice sent by either party under the Agreement by email shall be deemed given on the day the email is sent, unless the sending party received an electronic indication that the email was not delivered; and if by post, shall be deemed given three (3) working days after the date of posting.

**19.5** We will try to resolve any problems as quickly as possible and in accordance with the complaints procedure, which can be found on [www.moneycorpbank.com/explorer](http://www.moneycorpbank.com/explorer) or is available on request. If we fail to resolve your complaint to your satisfaction, you may refer your complaint to the Gibraltar Financial Services Commission. Details of the service offered by the Gibraltar Financial Services Commission may be found at [www.fsc.gi](http://www.fsc.gi). The European Commission also provides an on-line dispute resolution (ODR) platform which allows consumers to submit their complaint through a central site which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit <http://ec.europa.eu/odr>.

explorer<sup>®</sup> multi-currency card is issued by Moneycorp Bank Limited, pursuant to license by Mastercard International Inc. Mastercard<sup>®</sup> is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Moneycorp Bank Limited is a bank authorised and regulated by the Gibraltar Financial Services Commission (reference number FSC0062BNK) and is permitted to issue e-money. Head office and registered office at 7/b Kings Yard Lane, Gibraltar, GX11 1AA - company registration number 113151.