

DEBENHAMS PREPAID MASTERCARD® TERMS AND CONDITIONS FEB 2012

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE TERMS AND CONDITIONS OF YOUR DEBENHAMS PREPAID MASTERCARD. BY ACTIVATING YOUR CARD YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 20 OF THIS AGREEMENT. IF YOU ARE UNDER 18, WE RECOMMEND THAT YOU SPEAK TO YOUR PARENT OR GUARDIAN IF YOU NEED HELP.

1. DEFINITIONS

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

'Account' – The electronic account associated with your Card.

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

'Agreement' – This Cardholder agreement as varied from time to time.

'Available Balance' – Value of funds loaded onto your Card and available for use.

'Business Days' – The days of Monday to Friday between the hours of 9a.m – 3p.m but does not include bank holidays in the United Kingdom.

'Card' – Any 360money prepaid card issued to you under this Agreement.

'Card Number' – The card number on the front of your Card

'Cardholder' – You, the person entering into this Agreement with us

'Customer Services' – The contact centre for dealing with queries and requests for services in relation to your Card. Contact details for Customer Services can be found in paragraph 20. Calls to Customer Services are charged at premium rate.

'Debenhams' – Debenhams Retail PLC, a company registered in England and Wales with number 83395 whose registered address is 1 Welbeck Street, London, W1G 0AA.

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

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

'MasterCard International Incorporated' – MasterCard® International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York 10577 USA

'Merchant' – A retailer, or any other person, firm or corporation that accepts Cards which display the MasterCard and/or Cirrus® Acceptance Marks.

'My Account' – The area on the Website that allows you to register for online access to your Account and view details of your Available Balance and Transaction history. My Account provides up-to-date information about your Account and you will need internet connection in order to access it.

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

'PIN' – Personal identification number for use with the Card.

'Post Office®' – A retail network provider of cash collection services displaying the Post Office® logo.

'Restricted Card' – has the meaning given to it in paragraph 3.5

'Transaction' – A retail sale, a cash advance or a cash machine cash withdrawal completed by you using your Card.

'we', 'us' or 'our' – PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO Box 3371, SWINDON, SN5 7WJ. PrePay Technologies Limited is authorised and regulated by the Financial Services Authority to issue e-money and is registered in the Financial Services Register with registration number 900010.

'Website' – www.debenhams.com/prepaid website address allowing you to access your personal Card information

'you', 'your' – The Cardholder

2. SCOPE OF THIS AGREEMENT

2.1 Your Card is an e-money prepaid card. This is not a credit, charge or debit card.

2.2 Your Card has been issued by Clydesdale Bank PLC pursuant to a licence from MasterCard International Incorporated or its affiliates. We are a registered Service Provider of Clydesdale Bank PLC. 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 Clydesdale Bank PLC or MasterCard International Incorporated or their respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card is provided to you by us, and will be denominated in Pounds Sterling. The Card remains the property of Clydesdale Bank PLC.

2.3 These terms and conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

3. PURCHASE, RECEIPT AND ACTIVATION OF CARDS

3.1 The application fee related to the Card is outlined at paragraph 11 of these terms and conditions.

3.2 You agree that we may communicate with you by e-mail for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your email address updated via My Account and you will need to register in order to be able to obtain this information.

3.3 You may only apply for a Card if you are a resident in the UK, and you may hold up to five Cards per Account at any one time. As the applicant you are responsible for all additional Cards issued under this Agreement and any fees or charges that these Cards may incur.

3.4 We will issue your Card to you on the basis of the information that you have provided. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information by visiting the Website or calling Customer Services. In particular, you should always keep us informed of any changes to your email address.

3.5 If we are unable to satisfactorily verify your identity and address from information provided by you at the time you apply for a Card we will issue you with a Restricted Card. There is a total spending limit of £1,600 per year (12 months starting on first Transaction) on Restricted Cards of which no more than £600 can be cash machine withdrawals or single debit transactions. You are unable to top-up a Restricted Card with a credit or debit card and you may load a maximum of £600 in any one day, subject to yearly spending limits. You will not be able to apply for any additional Cards if you hold a Restricted Card. If, after applying for a Card, you are issued with a Restricted Card, you will have the option to upgrade to a non-Restricted Card by providing satisfactory documentation as proof of identity and address (fees apply, see paragraph 11).

3.6 Your Card will be posted to your home address, and will be loaded with any initial value that you credited to your Card when you applied for it. You should receive your Card within 15 days of your application.

3.7 When you receive your Card, you must sign it immediately, and then call Customer Services to activate it. When you call Customer Services you will need to select the 'Card Activation' option from the menu. You will then be asked to quote your Card Number and the activation code which you will find on the letter that came with your Card. You will also be requested to provide us with some details to confirm your identity.

3.8 You may use your Card to make cash withdrawals subject to paragraph 3.5. You will need a PIN for cash machine withdrawals and to authorise any retail sales transactions in the UK and in some countries abroad. Please see paragraph 4.1 for full details on how to authorize Transactions.

3.9 You will 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 reset it by contacting Customer Services (fees apply, see paragraph 11).

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

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

3.10.2 is part of data imprinted on the Card;

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

3.10.4 is identical to the previously selected PIN.

4. USE OF CARDS

4.1 Your Card can be used at any Merchant (fees apply, see paragraph 11). You can authorise Transactions on your Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the Transaction by signature of the receipt. Please be aware that you may not usually stop a Transaction once it has been authorised as at this point it is deemed to be received by us. You will need to be responsible for all Transactions where you or any additional Cardholder authorise such Transaction, regardless of the manner of such authorisation.

4.2 Subject to 3.5 Cards can be used to make cash withdrawals at cash machines bearing the MasterCard® or Cirrus® Acceptance Marks or at participating banks to make cash advance withdrawals (fees apply, see paragraph 11). You can withdraw up to £250 per day (subject always to paragraph 3.5) but some Merchants or cash machines may have lower limits. Please note that extra cash machine fees in addition to those shown at paragraph 11 may be charged by certain cash machine providers.

4.3 Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the full amount of each Transaction and authorisation, plus any taxes and charges that are applicable including any additional cash machine charge if any (the 'Full Deductible Amount'). The Full Deductible Amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the Full Deductible Amount exceeds the Available Balance or after the expiry date of the Card. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal

action, to recover any monies outstanding.

4.4 You can check your Account balance and Transaction history for free by visiting My Account or calling UK **0845 4700 145**. If you wish to speak to a customer service representative, calls are charged at £1 per minute and you will need the permission of the bill payer before calling.

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

4.5.1 Hotels and rental cars – As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.

4.5.2 Restaurants – You will need to have an Available Balance equivalent to the total cost of the meal plus 20%. This is to accommodate any service charge that could be added to your bill.

4.5.3 Internet Merchants – Certain Internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of these variances on cleared funds when checking your balance and ensure that funds are always available to cover your purchases.

4.5.4 In-flight purchases – Merchants may not be able to authorise your Transaction if they cannot obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.

4.6 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.

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

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

4.9 We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions at paragraph 15 of these terms and conditions. Where we do so, we will give you back your e-money in accordance with paragraph 7 of these terms and conditions (free of redemption fee charge).

4.10 For Cardholders under 18 years of age the following applies:

4.10.1 Before applying, any applicant under 18 years of age should have obtained approval from a parent or guardian.

4.10.2 Cards must not be used for any purpose for which the Cardholder has not attained the minimum age, for example gambling, adult entertainment and purchase of alcohol.

4.10.3 We will monitor activity on Cards issued to customers under 18 years of age. Any use of the Card which is considered to be unlawful may result in the Account being suspended in accordance with paragraph 15.2.3.

4.10.4 We reserve the right to request proof of age at any time. Failure to provide satisfactory proof of age may also result in the Account being suspended.

5. TOP UP OF YOUR CARD

5.1 You may top up your Card and additional Cards up to a maximum balance of £3,500 per Account.

5.2 Unless stated otherwise, top-ups will be credited to your Available Balance when we receive your money. You can top up your Card in the following ways:

5.2.1 Debenhams – Simply purchase a 360money 'Top up Pack' in Debenhams for any value from £20 to £500. Please be sure to retain your receipt as proof of purchase. Visit My Account to add the Top Up funds to your Card. There is no fee when you purchase and use your Top up Pack to add funds to your Card. If the Top up Pack is used to add funds to another branded 360money prepaid product a fee will be charged. When you activate your 360money 'Top Up Pack' it will be credited to your Available Balance and will usually be available to spend within one hour.

5.2.2 Within any Post Office® or PayPoint outlet or any retailer participating in the 360money cash top up network. Locations, rates and maximum and minimum top up amounts can be found on the Website. You will need to hand over your Card and your payment to the value you wish to top up. Your Card will either be swiped or scanned and the top up completed. **Remember to get your receipt** as this is your proof of purchase. The maximum per top up is set at £499.99 at PayPoint and £500 at Post Office®; the minimum per top up is £5 (Post Office®) and £10 (PayPoint). Fees may apply, see paragraph 11 however, PayPoint top-ups will usually be credited to your Available Balance immediately.

5.2.3 Using a 360money e-voucher. These can be purchased from PayPoint outlets. The maximum 360money e-voucher top up at any one PayPoint outlet is £100 and the minimum is £10. When you activate your 360money e-voucher it will be credited to your Available Balance and will usually be available to spend within one hour.

5.2.4 Standing order or bank transfer mandate up to a maximum amount of £3,500. Forms and instructions are available on the Website and you will need your Account Number. In certain circumstances we may ask you for identification for transfer requests above £600 before the funds are applied to your Account. If we receive the funds on a business day, we will update your balance on the same business day. You can check your transfer time with your bank.

5.2.5 If you have a non-Restricted Card, you can top up your Card online using a debit or a credit card to a maximum value of

£500 per day (min. £20). Only one debit or credit card can be used to top-up your Account. You must have registered your debit or credit card with your bank to use this service. If you change details of your debit or credit card we may ask for additional time to approve your top up. The address of the debit or credit cardholder must match the address given when your Card was purchased. Fees apply, see paragraph 11. The top-up will be credited to your Available Balance when we receive your money which is usually two Business Days after you make the top-up payment.

5.3 We reserve the right to suspend or terminate the right to top up your Card at anytime without notice.

6. CARD EXPIRY

6.1 The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. If you would like to apply for a replacement Card please contact Customer Services (fees apply, see paragraph 11). Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 7.

6.2 No Transactions will be processed once your Card has expired.

6.3 If your Card has been used in the eight weeks prior to the expiry date, we'll send a new Card free of charge to your registered address.

6.4 If your Card has not been used in the eight weeks prior to the expiry date, we'll send you an email asking whether you would like to renew your Card or instead reclaim the outstanding Available Balance (if any).

6.4.1 If you opt to have your Card renewed, you'll be issued a new Card (fees apply, see paragraph 12).

6.4.2 If you tell us you do not want your Card renewed we will close your Account on the expiry date. If there is an outstanding Available Balance on the Card at expiry, this will be sent to your registered address by cheque by the end of the business day following the business day on which the refund request is received (subject to paragraph 6.5).

6.4.3 If you do not reply to the email, we'll close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of six years from the expiry date. Within these six years, you can request a refund anytime by emailing us at customerservices@360money.com or calling **0906 734 1430**. We will not return any funds remaining on the Card in excess of six years from expiry of the Card (subject to paragraph 6.5).

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

7. REDEEMING E-MONEY

7.1 If you would like to terminate your Card and redeem any unused funds on your Card you will be charged a fee of £5 or the total Available Balance if lower than the redemption fee, to cover redemption costs on each occasion that you redeem, if you redeem all or part of your balance at the following times:

7.1.1 before the expiry date of your card or replacement card;

7.1.2 before you or we terminate this agreement prior to the card expiry date;

7.1.3 more than 12 months after: (i) your card or replacement card expires, or; (ii) this agreement is terminated, (as applicable).

You will be reminded of this fee before redemption.

7.2 Please note that if your balance is £5.00 or less and you want to redeem in the circumstances listed above, the fee will equal your balance which will be reduced to zero.

7.3 You may redeem funds subject to the provisions described in 7.1 as long as;

7.3.1 we believe you have not acted fraudulently; and

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

7.4 You can obtain redemption of any unused funds by contacting Customer Services. All redemptions will be paid by cheque.

7.5 Any redemption shall be made together with a pro-rata refund of any application fee that you may have paid in advance with respect to the Card (if applicable).

8. CARDHOLDER LIABILITY AND AUTHORISATIONS

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

8.2 Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.

8.3 If we need to investigate a Transaction on the Card then you must cooperate with us or any other authorised body if this is required.

8.4 You should never:

8.4.1 allow another person to use your Card;

8.4.2 record your PIN in writing, or with your Card or otherwise;

8.4.3 disclose your PIN to or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise; or

8.4.4 enter the PIN in any cash machine that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

8.5 You will be responsible for all the Transactions which you or any additional Cardholders authorise, whatever the manner of such authorisation.

8.6 You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors (including without limitation Clydesdale Bank PLC), and service providers and their group companies for and against the costs of any legal action taken to enforce these terms and conditions and/or any breach of these terms and conditions or fraudulent use of your Card or PIN by or authorised by you.

9. LOST, STOLEN OR DAMAGED CARDS

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

9.2 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services. You will be asked to provide us with your Card Number and some identifying details. In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £50 of any loss that takes place prior to you contacting Customer Services.

9.3 Provided that you have given notification in accordance with paragraph 9.2 and that paragraph 9.4 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card, we will replace your Card and transfer the last Available Balance onto it. Alternatively, your Available Balance can be redeemed to you, unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the Card should be delivered to your home address (fees apply, see paragraph 11).

9.4 In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card then you shall be liable for all losses.

10. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a Transaction in a currency other than Pounds Sterling (a 'Foreign Currency Transaction'), the amount deducted from your Account will be converted to Pounds Sterling on the day we receive details of that Foreign Currency Transaction. We will use a rate set by MasterCard® which will be available on each Business Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For Transactions made within the EEA in an EEA currency you can find out the MasterCard Exchange Rate by emailing Customer Services. We will charge a Foreign Exchange Fee for all Foreign Currency Transactions (please see paragraph 11).

11. FEES

11.1 The Cards are subject to certain fees as follows:

Card Application Fee	£5.00 (Included in the purchase of the starter pack.)
Annual Account Maintenance Fee	£4.95 (1st year is included in purchase of starter pack.)
Internet Registration	FREE
Monthly Management Fee	FREE
Merchant Transaction Fee	FREE in Debenhams stores within the UK 2.95% elsewhere including online purchases.
Cash machine cash withdrawal	£1.50 For withdrawals over £50 an additional 2% surcharge will apply.
Online gambling and betting transactions	1% surcharge

Top up - Debenhams store using a Top up pack	FREE No fee when you purchase a 360money Top up pack and load it onto your Debenhams Prepaid MasterCard
Top up - 360money cash top up network	30p per £10.00 at Post Office® or PayPoint locations. Daily top up limits apply: Post Office® £500, PayPoint £499.99
Top up - Credit / Debit cards	2.5% Subject to minimum £1.50 fee. Maximum top up of £500 per day
360money Top up pack fee	99p
Wage & Bank Account Transfers	FREE
Phone Balance Enquiry	FREE (Local rate call only)
Internet Balance Enquiry	FREE
Paper Statement	£5.00
Online Statement	FREE
Foreign Exchange Fee for cash machine withdrawals	2.5%
Foreign Exchange Fee for Merchant Transactions	1%
Forgotten PIN / PIN Change	£1.00
Replacement Card Fee	£5.00
Additional Card Fee	£5.00
Additional Card Replacement Fee	£5.00
Redemption Fee (if applicable)	£5.00
Processing Fee for postal identity check	£5.00
Customer Service Calls (Operator assisted)	£1.00 per minute billed to Telephone account.

11.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

12. DISPUTES

12.1 If you have a reason to believe that any of the Transactions for which your Card was used are unauthorised or have been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check My Account on a regular basis as it is updated on the date of the relevant Transaction and notify us by contacting Customer Services, but in any event within 13 months of the date of the relevant Transaction. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the Transaction was authorised and may therefore increase the time involved in investigating the Transaction. If you dispute the Transaction, the Merchant must be able to prove that the Transaction actually took place.

12.2 Once we are reasonably satisfied that you did not authorise the Transaction and that we are required to refund the Transaction under this Agreement then we will refund the Transaction amount together with any charges on that amount and will have no further liability to you. We may require you to liaise with appropriate authorities with respect to the disputed Transaction.

12.3 Until our investigation is complete the disputed amount will be unavailable to spend. In all cases the value of a disputed Transaction may later be deducted from your Account if we receive information that proves that the Transaction was genuine. In this event we will charge you a £10 administration fee.

12.4 We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement and to report any fraudulent claims to the appropriate authorities.

12.5 Where you have agreed that another person in the European Economic Area can take a payment from your Account (e.g. If you have given your Card details to a retailer for the purpose of making a payment) you can ask us to refund a payment if all the following conditions are satisfied:

12.5.1 the authorisation you gave did not specify the exact amount to be paid;

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

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

13. VARIATION

13.1 We may change the terms and conditions of this Agreement, including charges, fees and limits, by providing you with at least 60 days notice by email (provided that you have supplied us with an up to date email address) and will ensure the most recent version is always available on the Website.

13.2 You may terminate your Card any time within the 60 days notice period if you do not agree with the changes to the terms and conditions. However, in the event that you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

13.3 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 terms and conditions to reflect the new regulatory requirements when they are next reprinted.

14. CANCELLATION

14.1 You may cancel your Card before activating it and up to 14 calendar days after the date of activation ('the Cancellation Period') without giving a reason by writing to Customer Services at the address given in paragraph 20 of these terms and conditions. This does not apply to replacement Cards where the cancellation period for the Card has expired.

14.2 Upon cancellation within the Cancellation Period, we will refund to you the Available Balance on your Card by the end of the business day following the business day on which the refund request is received.

14.3 You may terminate your Card any time after the Cancellation Period by exercising your rights under paragraph 15.5. You will not be charged for cancelling your Card, however a redemption fee will apply if you choose to redeem the Available Balance on your Account (please see paragraph 11).

15. TERMINATION OR SUSPENSION

15.1 We can terminate this Agreement at any time:

15.1.1 if we give you 60 days' notice and refund the Available Balance to you; or

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

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

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

15.2.2 a Transaction has been declined because of a lack of Available Balance; or

15.2.3 you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties.

15.3 In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

15.4 In the event that any additional fees are found to have been incurred on your Card following termination by either you or us, then subject to these terms and conditions, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We'll send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover monies outstanding.

15.5 You can terminate this Agreement at any time following the Cancellation Period by contacting Customer Services.

16. OUR LIABILITY

16.1 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:

16.1.1 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 cash machines, maximum withdrawal limits set by cash machine operators and failure of data processing systems;

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

16.1.3 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;

16.1.4 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;

16.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with these terms and conditions then our liability shall be as set out in paragraph 12; and

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

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

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

16.4 The above exclusions and limitations set out in this paragraph 16 shall apply to any liability of our affiliates such as Clydesdale Bank PLC, MasterCard® International Incorporated, Debenhams or 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. YOUR INFORMATION

17.1 You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting Customer Services.

17.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these terms and conditions, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will record that an entry has been made.

17.3 We may contact credit reference agencies to check your identity, and they will add details of our search to your record. You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our affiliates, agents, distributors, and suppliers including Clydesdale Bank PLC and to MasterCard International Incorporated and its affiliates to process Transactions and for their statistical research and analytical purposes as outlined in our privacy statement. We may use or share your personal data with Debenhams for direct marketing purposes. If you do not wish to receive any marketing material please select "Marketing Opt Out" in your online My Account or contact Customer Services. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling, and such countries may not offer the same protections for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity.

17.4 You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

17.5 You have a right to inspect the personal data we hold about you however we will ask you to pay an Inspection Fee of £10 to cover our costs. For further information please contact Customer Services.

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

18. COMPLAINTS PROCEDURE

18.1 Complaints regarding any element of the service provided by us should be sent in writing or by email to Customer Services.

18.2 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 posted to you.

18.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR; phone **0845 080 1800**). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

18.4 The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card. We will however safeguard your funds so that if we become insolvent the e-money issued by us is protected.

19. GENERAL

19.1 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.

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

19.3 You may not assign or transfer any of your rights and/or benefits under these terms and conditions and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under these terms and conditions 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.

19.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of these terms and conditions, save that Clydesdale Bank PLC, MasterCard® International Incorporated 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 16.4 may enforce paragraph 16.

19.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2009 and you can obtain a copy of this Agreement at any time by visiting My Account or the Website.

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

20. CONTACTING CUSTOMER SERVICES

If you need assistance, you can contact Customer Services by e-mailing customerservices@360money.com or by writing to Customer Services at 360money, PO Box 3371, SWINDON, SN5 7WJ or by telephoning UK 0906 734 1430 between the hours of 8.00am and 5.00pm on Monday to Friday; and the hours of 9.00am and 5.00pm on Saturday. General Customer Services (Operator assisted) enquiries will be charged at £1.00 per minute, you will need the permission of the bill payer before calling. A Lost and Stolen service is also available 24 hours a day, 7 days a week on the Customer Services phone number 0845 470 0145.

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