

DEBENHAMS TRAVEL MONEY PREPAID MASTERCARD® TERMS AND CONDITIONS Aug 2014

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE AGREEMENT OF YOUR DEBENHAMS TRAVEL MONEY PREPAID MASTERCARD. BY ACTIVATING YOUR CARD YOU ACCEPT THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 21 OF THIS AGREEMENT.

1. DEFINITIONS

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

'Account Information Services' – An online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks.

'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.

'ATM' – Automated Teller Machine

'Authorised Account Information Services Provider' – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

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

'Card' – The Debenhams Travel Money prepaid Card issued to you under this Agreement, including additional Cards.

'Card Number' – The 16 digit 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 about your Card. Contact details for Customer Services can be found in paragraph 21. Calls to Customer Services are charged by your network provider.

'Debenhams' – Debenhams Retail PLC, a company registered in England and Wales with number 83395 whose registered address is 10 Brock Street, Regent's Place, London, NW1 3FG.

'EEA' – 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.

'EUR' – Euro also referred to in this Agreement using the symbol, €.

Full Deductible Amount – The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

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

Mastercard Acceptance Mark – The Mastercard International Incorporated Brand Mark, indicating acceptance of the Card.

'Merchant' – A retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark.

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

'PIN' – Your four digit personal identification number for use with the Card.

'Regulator' – Means Financial Conduct Authority in the UK or another European financial services regulator.

'USD' – United States Dollar, also referred to in this Agreement using the symbol, \$.

'we', 'us' 'PPS' or 'our' – PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO Box 3883, SWINDON, SN39EA.

'Website' – <http://finance.debenhams.com/travel-money/overview/> website address allowing you to access your personal Card information

'Working Day' – Our working days are Monday to Friday but does not include bank or public holidays in England.

'you', 'your' – The Cardholder.

2. SCOPE OF THIS AGREEMENT

2.1 Your Card is an e-money prepaid card and will be denominated in EUR or USD. This is not a credit, charge or debit card.

2.2 Your Card has been issued by us pursuant to a licence from Mastercard International Incorporated. The Card is an electronic money product and the electronic money associated with it is provided by us, and distributed and administered by Debenhams as agent of PPS. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010). Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Mastercard International Incorporated or its affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The Card remains our property.

2.3 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

2.4 You agree that we may communicate with you by e-mail, SMS or via My Account for issuing any notices or information about your Account or Card and therefore it is important that you register for My Account and keep your e-mail address and mobile phone number updated via My Account.

2.5 If you wish to make use of an Authorised Account Information Services Provider to provide you with Account Information Services on your Account, you may do so provided that you have signed up to use My Account and your Account is active. We advise that before using an Authorised Account Information Service Provider, you ensure that the Authorised Account Information Service Provider is authorised by a Regulator to provide Account Information Services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share your My Account credentials with the Authorised Account Information Service Provider each time an access to your Account is required for them to provide you with Account Information Services. You should always consider the implications of sharing your My Account credentials and your personal information.

2.6 If an Authorised Account Information Services Provider requests access to your Account to provide you with Account Information Services using your My Account credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Account Information Service Provider and can only refuse access in certain circumstances.

2.7 If we refuse to provide access to an Authorised Account Information Services Provider to your Account, we will inform you immediately after refusal to explain why, unless that would break the law or we have security reasons not to do so.

2.8 If you do not wish to use Account Information Services provided by an Authorised Account Information Service Provider on your Account, you simply refuse to provide your consent or refuse to share your My Account credentials with an Authorised Account Information Service Provider.

3. PURCHASE, RECEIPT AND ACTIVATION OF CARDS

3.1 You may only apply for a Card if you are 18 years old and resident in the UK, and you may hold up to five Cards per Account at any one time. There is a maximum limit of 12 Cards per household. As the applicant you are responsible for all additional Cards issued under this Agreement and any fees or charges that these Cards may incur.

3.2 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.

3.3 When you receive your Card, you must sign it immediately.

3.4 You will be given your PIN when you receive 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 UK ATMs that provide this service, or by contacting Customer Services.

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

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

3.5.2 is part of data imprinted on the Card; or

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

3.5.4 is identical to the previously selected PIN.

4. USE OF CARDS

4.1 Your Card can be used at any Merchant (fees may apply, see paragraph 12). Your Card can be used to make purchases in-store and withdraw cash from ATMs bearing the Mastercard Acceptance Mark. You can withdraw up to €400 per day for EUR Cards, or \$500 per day for USD Cards, but some Merchants or ATMs may have lower limits. Please note that extra ATM fees in addition to those shown in paragraph 12 may be charged by ATM providers.

4.2 The Card is intended for use in countries in which the national currency is that of the e-money loaded on to your Card and this Agreement is entered into on that basis. If a Merchant or ATM offers you the choice to make your purchase in the currency in which your Card is issued or another currency, then you should choose to make the purchase in the currency in which your Card is issued in order to obtain the maximum benefit from your Card.

4.3 You can authorise each 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. We cannot cancel authorised payments that have not yet been processed. You are responsible for all transactions authorised by you or any additional Cardholder, regardless of the manner of such authorisation. We may refuse to execute a transaction if the transaction is unlawful or fraudulent and/or you do not have sufficient Available Balance. If we refuse to execute a transaction, you can check the Account to ensure there was enough Available Balance to cover the transaction, or can ask us why we have not executed a transaction by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the transaction.

4.4 Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the Full Deductible Amount. You must not use your Card if the Full Deductible Amount exceeds the Available Balance. 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.

4.5 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, restaurants and rental cars.

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

4.6 Your Card cannot be used in situations where it is not possible to obtain online authorisation that you have sufficient balance for the transaction. For example: transactions on trains, ships, and some inflight purchases.

4.7 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.

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

4.9 Your Card may not be used for any illegal purpose or in any manner prohibited by law

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

4.11 We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions at paragraph 16 of this Agreement. Where we do so, we will give you back your e-money in accordance with paragraph 8 of this Agreement (free of redemption fee charge).

4.12 If a Merchant agrees to give a refund for a purchase made using your Card, we will make the refund when we receive the funds from the retailer.

5. TOP UP OF YOUR CARD

5.1 You may top up your Card and additional Cards up to a maximum balance of €5000 or \$7,500 per Account. Any initial top up load that you make will be subject to a minimum top up amount of €100 or \$150. Subsequent loads will have no set minimum.

5.2 Unless stated otherwise, top-ups will be credited to your Available Balance when we receive your money. You can only top-up your Card in Debenhams stores with currency purchased in those shops by using cash or a debit card. Top-ups made at Debenhams stores will be credited to your Available Balance immediately.

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

6. CHECKING BALANCE

6.1 You can check your Account balance and Transaction history for free by visiting My Account, by SMS enquires or by calling Customer Services. SMS messages will be charged at your mobile phone provider's standard network rate.

6.2 We will make your monthly Account statements available on My Account free of charge and every month we will either email you or send an SMS to notify you that your My Account has been updated.

7. CARD EXPIRY

7.1 The expiry date of your Card is printed on the front of the Card. You should not use your Card after it expires. If you would like to apply for a replacement Card please ask in-store at Debenhams branches containing an FX bureau (fees may apply, see paragraph 12). Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 8.

7.2 No transactions will be processed once your Card has expired.

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

7.2.2 If you tell us you do not want your Card renewed or you do not request a refund of the Available Balance we will 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 in-store at Debenhams branches containing an FX bureau. We will not return any funds remaining on the Card in excess of six years from expiry of the Card and this Agreement will terminate.

8. REDEMING E-MONEY

8.1 If you would like to terminate your Card and redeem any unused funds you will be charged a fee of €5 or \$7.50, 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:

8.1.1 before the expiry date of your Card or replacement Card;

8.1.2 before you or we terminate this Agreement prior to the Card expiry date;

8.1.3 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.

8.2 Please note that if your balance is €5 or \$7.50 or less and you want to redeem in the circumstances listed above, the fee will equal your balance which will be reduced to zero.

8.3 You may redeem funds as long as;

8.3.1 we believe you have not acted fraudulently; and

8.3.2 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.

8.4 You can obtain redemption of any unused funds in-store at Debenhams branches containing an FX bureau. You acknowledge that all redemptions will be made to you in pounds sterling regardless of the currency in which your Card is issued, at the exchange rate advertised in the Debenhams store. All redemptions will be paid by cash in pounds sterling.

8.5 If we find any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we'll send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

9. CARDHOLDER LIABILITY AND AUTHORISATIONS

9.1 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.

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

9.3 You and any additional Cardholders must sign any Cards issued as soon as it is received and keep it safe. You and additional Cardholders must also keep safe any security information or credentials related to Cards and Account.

9.4 You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Card or the misappropriation of the Card if you or any additional Cardholders fail to:

9.4.1 keep the Card and/or security features of the Card and Account safe, or

9.4.2 notify us that a Card is lost or stolen.

9.5 You should never:

9.5.1 allow a third party other than an additional Cardholder and an Authorised Account Information Service Provider to use or access your Account; or

9.5.2 allow another person to use your Card; or

9.5.3 write down your password(s), PIN or any security information related to your Account and Card unless you do this in a way that would make it impossible for anyone else to recognise any of that information, or

9.5.4 disclose your PIN or any security information related to your Account and/or Card, 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

9.5.5 disclose or make available your My Account credentials to a third party unless the third party is an Authorised Account Information Service Provider and you want to use Account Information Services provided by them; or

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

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

9.7 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Card.

9.8 It is your responsibility to keep us updated of changes to your personal details, including e-mail address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.

9.9 You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors, and service providers and their group companies for and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of your Card or PIN by or authorised by you.

10. LOST, STOLEN OR DAMAGED CARDS

10.1 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 unless you contact Customer Services.

10.2 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 or attend a Debenhams store containing a FX bureau.

10.3 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 £35 of any loss that takes place prior to you contacting Customer Services.

10.4 Provided that you have given notification in accordance with paragraph 10.2 and that paragraph 10.5 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 or at a Debenhams store containing a FX bureau. If there is an Available Balance remaining on your Card, a replacement Card will be available in-store at Debenhams branches containing an FX bureau and your last Available Balance will be transferred onto it (fees may apply, see paragraph 12). If you would like to receive a replacement Card, you will be required to have a minimum Available Balance of €100 or \$150, or you will be required to top up your Card to meet the minimum balance requirement. Alternatively, your Available Balance can be redeemed to you in-store at Debenhams branches containing an FX bureau.

10.5 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 or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement then you shall be liable for all losses.

11. TRANSACTIONS MADE IN FOREIGN CURRENCIES

11.1 If you make a transaction in a currency other than EUR or USD (a 'foreign currency transaction'), the amount deducted from your Account will be converted to the currency in which your Card is issued on the day we receive details of that foreign currency transaction. We will use a rate set by Mastercard® which will be available on each Working Day, and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a 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 (see paragraph 12).

12. FEES

12.1 The Cards are subject to certain fees as follows. The core fees detailed below relate to the core bundle of services that we provide to you in relation to your Card.

	Instant Issue EUR	Instant Issue USD
Core Fee		
Card application Fee	Free	Free
Monthly Fee	Free	Free
Cash withdrawal (ATM)	€2	\$3
Transaction Fee (POS & Internet)	Free	Free
Additional foreign transaction Fee	3%	3%
Top Up - Debit card	Free	Free
Internet Gambling Fee	Free	Free
Internet and IVR enquiry	Free	Free
Text (mobile phone) balance enquiry	Free	Free
Call centre enquiry	Free	Free
Replacement card – Assume UK Delivery to home address.	€5	\$7.50
Replacement card on Expiry	Free	Free
PIN Change at ATM	Free	Free
PIN Reminder	Free	Free
Cancel card / Redemption Fee (if applicable)	€5	\$7.50
Non-Core Fee		
Paper statement	Free	Free

12.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance 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.

13. UNAUTHORISED AND INCORRECT TRANSACTIONS

13.1 If you have a reason to believe that a transaction for which your Card was used is unauthorised by you or any additional Cardholders 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 immediately by contacting Customer Services, but in any event within 13 months of the date of the relevant transaction.

13.2 We will by the end of the next Working Day refund the unauthorised amount including any fees and restore your Account to the position it would have been in if the unauthorised transaction had not taken place.

13.3 We are not obliged to refund the unauthorised sums to you if we have reason to believe that you or any additional Cardholders have acted fraudulently and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the transaction was unauthorised, we will refund the sums to you straight away.

13.4 We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any fees, to your Account.

13.5 You will be liable for all transactions made from your Account(s);

13.5.1 if you or any additional Cardholders have acted fraudulently; or

13.5.2 if the transaction was made because you or any additional Cardholders have deliberately or with gross negligence failed to keep any Cards or Card details safe or your PIN or other security information related to Card safe; or

13.5.3 where you have failed to notify us without undue delay on becoming aware that a Card or security information related to a Card has been lost or stolen.

13.6 You will not be liable for unauthorised transactions from your Account after you have told us that a Card has been lost, stolen or compromised.

13.7 Where you or any additional Cardholders have agreed that another person in the EEA can take a payment from your Account (e.g if you or additional Cardholder have given Card details to a Merchant for the purpose of making a payment for renting a car or booking a hotel room) you can ask us to refund a payment if all the following conditions are satisfied:

13.7.1 the authorisation given did not specify the exact amount to be paid;

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

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

13.8 We may ask you to provide information as is reasonably necessary to verify that conditions in 13.7.1 – 13.7.3 are satisfied.

13.9 If you ask us to make a refund under paragraph 13.7 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 13.8, within 10 Working Days of the date we receive that information) we will either:

13.9.1 refund the payment in full; or

13.9.2 tell you the reasons why we do not agree to the refund.

13.10 You will not be entitled to a refund under paragraph 13.7 if:

13.10.1 you or additional Cardholder have given us consent for the payment to be made; and

13.10.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or

13.10.3 if the payment in question was higher than you or additional Cardholder reasonably expected to pay is due to a change in any currency exchange rate.

13.11 If funds have been paid in to your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so you can't spend it.

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

13.11.2 If funds goes into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

14. VARIATION

14.1 We may change this Agreement, including charges, fees and limits, by providing you with at least two months' prior 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.

14.2 You may terminate your Card any time and free of any redemption fee, within the two months' notice period if you do not agree with the

changes to the Agreement. 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.

15.3 There are some situations where we can make changes to this Agreement and we don't have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:

15.3.1 If the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.

15.3.2 We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.

15. CANCELLATION

15.1 You may cancel your Card before activating it and up to 14 calendar days after the date of activation ('the cancellation period') by writing to Customer Services. This does not apply to replacement Cards where the cancellation period for the Card has expired.

15.2 Upon cancellation within the cancellation period, Debenhams will refund to you the Available Balance on your Card.

15.3 You may terminate your Card any time after the cancellation period by exercising your rights under paragraph 16.5. 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 (see paragraph 12).

16. TERMINATION OR SUSPENSION

16.1 We can terminate this Agreement at any time:

16.1.1 if we give you two months' notice and refund the Available Balance to you; or

16.1.2 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.

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

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

16.2.2 a transaction has been declined because of a lack of Available Balance; or

16.2.3 you have breached this Agreement or we have reason to believe that you or any additional Cardholders 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; or

16.2.4 we suspect or to prevent suspected unauthorised or fraudulent use of any Cards, Account or any security credentials related to any Cards or Account; or

16.2.5 you have reached your Card limit; or

16.2.6 we believe that this is necessary for security reasons; or

16.2.7 any legal obligations require us to do so.

16.3 In the event that we do suspend, block 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.

16.4 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 this Agreement, 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 will 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.

16.5 You can terminate this Agreement at any time following the cancellation period by contacting Customer Services.

17. OUR LIABILITY

17.1 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:

17.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

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

17.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

17.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

17.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13; and

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

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

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

17.4 The above exclusions and limitations set out in this paragraph 17 shall apply to any liability of our affiliates such as Mastercard, 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.

17.5 In the event of suspected or actual fraud or security threat to any Cards or Account, we will use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity and/or identity of any additional Cardholders for security purposes.

18. YOUR INFORMATION

18.1 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 to your personal data by contacting Customer Services.

18.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 1998 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 this Agreement, 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.

18.3 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 Mastercard and its affiliates to process transactions and for their statistical research and analytical purposes. 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. We may also disclose your personal data as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

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

18.5 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 contact Customer Services.

18.6 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.

18.6 If you allow or give consent to an Authorised Account Information Service Provider to access your Account to provide you with Account Information Services, you should know that we have no control over how an Authorised Account Information Service Provider will use your information nor will we be liable for any loss of information after an Authorised Account Information Service Provider have access to your information.

18.7 You consent to us in using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

19. COMPLAINTS PROCEDURE

19.1 Complaints regarding any element of the service provided by us should be sent to Customer Services in writing, by e-mail or by calling.

19.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

19.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR; phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

20. GENERAL

20.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

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

20.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

20.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and its affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 17.4 may enforce paragraph 17.

20.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting My Account or the Website.

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

20.7 The Financial Services Compensation Scheme is not applicable for 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.

21. CONTACTING CUSTOMER SERVICES

21.1 If you need assistance, you can contact Customer Services by e-mailing customerservices@debenhamstravelcard.com or by writing to Customer Services at 360money, PO Box 3883, SWINDON, SN39EA or by telephoning UK 0207 118 1130 between the hours of 8.00am and 7.00pm on Monday to Friday; and the hours of 9.00am and 5.00pm on Saturday. General Customer Services (Operator assisted) will be charged at your standard network rate, and 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 same phone number, by pressing Option 1.

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