

End User Terms and Conditions of your Mastercard® Charge card issued by AF Payments Ltd.

These Terms and Conditions apply to Your Charge Card and Card Account.

You must read these Terms and Conditions carefully. By using Your Card or Your Card Account You will be deemed to have accepted these Terms and Conditions. If You do not accept these Terms and Conditions, You should not use Your Card or Your Card Account. Please note that in the case these terms and conditions have been translated, the English version prevails.

Your Card and Card Account are issued and provided by AF Payments Ltd and Your Card is the property of AF Payments Limited (registered number 09356276), 33 Lowndes Street, London SW1X 9HX. AF Payments Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900440.

If you have any queries or complaints, please contact customer services (see details in Section 1 - Definitions).

1 Definitions

"Accomplish" is AF Payments Ltd, Company no. 09356276, a UK based firm constituted and registered under the laws of England authorised by the Financial Conduct Authority as an Electronic Money Institution (Firm Reference Number 900440) with permission to issue electronic money and payment instruments and a principal member of Mastercard.

"App" means the mobile application provided by Accomplish which is available for download from Apple's App Store and the Google Play Market and gives You secure Card Account access.

"Associate Card" means a Card that has been issued to an individual that is authorised by the Main Cardholder to receive and use a Card linked to the Main Cardholder's account.

"Authentication" means entering Your password and one-time passcode and/or completing biometric authentication using fingerprint or facial recognition through Your mobile device.

"Business Day" means any day (other than a Saturday or Sunday) on which banks are open in the UK for normal banking business.

"Card" means the Mastercard® card issued to You whether in the form of a physical, digital or virtual card, under these Terms and Conditions.

"Card Account" means the currency specific payment account held by You with Us and to which Your Card is linked, and against which debits and credits made using the Card are posted.

"Card Account ID Information" means any and all of the following pieces of information: Your Card details (Card number, expiry date and CVV code), Your PIN, information You use to log in to Your Card Account, and any credentials and information specific to Your Card Account.

"Card Agreement" means the Card application with your request to issue a Card and consent towards your Financial Intermediary to share your data with AF Payments Ltd, the Terms and Conditions governing your Card and Card Account and the Fees Table applicable to your Card Account, and amendments to them that We may notify You of from time to time.

"Cardholder" or **"You"** means the individual in whose name the Card is issued and/or who is authorised to use the Main Card or Supplementary Card, or where applicable the Associate Card.

"Corporate Entity/ies" refers to legal persons that offer Business cards to individuals, including their shareholders, employees and contractors, and assume the obligation to settle all Payment Transactions initiated by the Cardholder.

"Customer Services" can be contacted on:

Post: AF Payments, 33 Lowndes Street, London, SW1X 9HX
Phone: +44 (0) 207 166 4000
Lost or Stolen Cards: +44 (0) 207 166 4000, Available 24/7

"Electronic Communication" or **"Electronic Means"** refers to the durable mediums of communications that are physical in nature, including but not limited to communication by SMS, email, via the Cardholder's Statement or via the App.

"Fees Table" means the table of fees and charges applicable to the Card and Card Account as set out in App. The Fees may include ATM Withdrawal fee, Annual Card fee and Foreign Exchange Fees.

"Financial Intermediary" means the bank or financial service provider to which you have requested a Card to be issued to You. The Financial Intermediary is authorised to manage and action requests on Your behalf as set out in these Terms and Conditions and the agreement between the Financial Intermediary and Accomplish.

"Mastercard®" means Mastercard International of New York or its successors or assigns.

"Merchant" means a retailer or any other person or firm or company providing goods, services and/or cash withdrawal that accepts cards displaying the Mastercard® acceptance symbol in payment for such goods, services, and/or cash withdrawal.

"PIN" means the personal identification number which We may issue or approve to be used with the Card as Your electronic signature for Transactions.

"Settlement Currency" means the currency that the payment transaction is converted into by Mastercard and settled in by Accomplish.

"Spending Limit" means the maximum amount of funds that may be spent using the card.

"Strong Customer Authentication" means the authentication based on the use of two or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element and designed in such a way as to protect the confidentiality of the authentication data, with the elements falling into two or more of the following categories –

- Something known only by the payment service user ("knowledge")
- Something held only by the payment service user ("possession")
- Something inherent to the payment service user ("inherence")

"Supplementary Card" means another Card that has been issued to the Main Cardholder in their own name.

"**Terms and Conditions**" means these terms and conditions together with the Fees Table and any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

"**TPP**" means a Third Party Provider who is properly authorised by a regulatory authority to provide account information services and/or payment initiation services.

"**Transaction**" means any cash withdrawal, purchase of goods and/or services, or refund (as appropriate) completed by You using Your Card or Card Account, or any action which alters the balance of Your Card Account.

"**Transaction Currency**" means the currency of the Transaction, which may at times vary from the Card Account currency and therefore be subject to Foreign Exchange conversion and fees.

"**Usage Limits**" means the daily, monthly or yearly limits on spending and cash withdrawals which may be applicable when using the card.

"**Us**" or "**We**" or "**Our**" means Accomplish.

"**You**" or "**Your**" means the legal or natural person, entering into these Terms and Conditions with Us.

2 Scope of these Terms and Conditions

2.1 These Terms and Conditions govern Your use of Your Card and Card Account. When You make a Transaction using Your Card or Card Account the value of the Transaction plus any associated fees payable will be deducted from Your available Spending Limit.

2.2 Your Card is a Charge Card issued by Us, pursuant to a licence by Mastercard®. The Card is a cashless means of payment with affiliated merchants to the Mastercard network or a means of withdrawing cash at authorised banks or cash dispensers. The Card (including the PIN) is not transferable and shall be exclusively used by You personally and strictly in accordance with this Card Agreement.

2.3 The Card and the PIN shall at all times remain the property of Accomplish. The Card is not to be used beyond the validity period of the Card. The Card remains valid until the last day of the month and year stated on the Card unless withdrawn or terminated in accordance with Section 18 of this Card Agreement.

2.4 You must maintain Your relationship with the Financial Intermediary during the term of this Card Agreement.

3 Corporate Customers

3.1 If the Cardholder is not:

- a) A consumer (e.g. where a person is entering the agreement for personal and not business use within the meaning of the Payment Services Regulations 2017 ("PSRs"); or
- b) An enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 2 million; or
- c) A charity (within the meaning of the Charities Act 2011;

then,

- i) none of the provisions in Part 6 of the PSR apply to this Card Agreement;

- ii) regulations 61(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the PSRs do not apply to this Card Agreement and a different time limit may be applied to this Card Agreement to the one set out in regulation 74(1) of the PSRs;

- iii) Clause 14.5 (Liability Cap for Unauthorised Payment Transactions), Clause 18.2 (Right to Cancel), and Section 22 (Complaints procedure) of this Card Agreement are disapplied and do not form part of this Card Agreement; and

- iv) the time limit in Clause 12.1d), 14.1 and 14.3 is replaced with 1 month.

4 Changes to these Terms and Conditions

4.1 We may change these Terms and Conditions including changing existing fees, introducing new fees, or adding or removing functionality, from time to time. We might make changes to these Terms and Conditions in the following circumstances:

- a) if We reasonably consider that it makes these Terms and Conditions easier to understand or fairer to You, or if We reasonably consider that the change will benefit You or isn't to your disadvantage;
- b) because Our assessment of the risk of You not paying the total outstanding balance You owe has increased;
- c) because We have made changes to the technology and systems, We use to provide Your Card or Card Account;
- d) because We are introducing or changing any benefits or services provided with Your Card Account;
- e) because We are switching the type of card or account You have with Us, for example because We stop offering the type of card that You have;
- f) because someone else purchases all or part of Our business and so Your Card Account is migrated to a new system;
- g) because the legal or regulatory requirements that apply to Us have changed or because We need to make changes to reflect court or relevant ombudsman decisions; or
- h) for any other valid reason, where We think it would be fairer to You if We give You notice and make the change under these Terms and Conditions, rather than giving You notice to terminate these Terms and Conditions and then immediately offering to enter into new terms with You.

4.2 Where required, we will provide You with at least two months' notice before the proposed change comes into effect, unless those changes are to your advantage or they relate to exchange rates, in which case We can make them effect immediately. All such changes will be posted on the App and shall be notified to You either by (i) sending an email to the email address registered with Your Card Account, (ii) writing to You at the postal address registered with Your Card Account or (iii) requesting that You accept the amended terms and conditions when You access the App.

4.3 The up-to-date version of these Terms and Conditions will be posted on the App. You should check the App regularly so that You can see the latest version. You can also request a copy of these Terms & Conditions from

Us free of charge by contacting Customer Services. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.

- 4.4 You will be taken to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect. In such circumstances, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately. You will remain liable for all legitimate transactions received after the notice of cancellation in accordance with Section 18 below.

5 Card issuance

- 5.1 To apply for a Card Account and Card You must be at least 18 years old and not under any form of guardianship. By applying for a Card Account and Card, You agree to Your Financial Intermediary sharing Your data with Us for the purpose of issuing, administering and managing Your Card Account and Card.
- 5.2 We reserve the right, acting reasonably, to refuse to set up a Card Account or issue You a Card.
- 5.3 If You have any problems with Your Card Account or Card, please contact Customer Services or Your Financial Intermediary.
- 5.4 If You receive a physical Card, You must sign it as soon as You receive it and activate it. Activation can be done in Your App, or by contacting Your Financial Intermediary. Your Card cannot be used until this is done. A virtual Card can be used immediately upon receipt and does not need to be activated.
- 5.5 If you tokenize Your physical or virtual Card to a digital wallet, the use of Your tokenized Card is also subject to the relevant Terms and Conditions found in the App.
- 5.6 If You are a Main Cardholder, You may request an Associate Card for a family member, staff member or associate to be issued a standalone Spending Limit linked to their account. Associate cardholders are also subject to these Terms and Conditions.
- 5.7 You are liable towards Accomplish for any transactions made after the end of the Card validity period. The expired Card must be destroyed immediately after expiration. When the Card expires You will be automatically issued with a new Card unless You or Your Financial Intermediary notifies Us at least 60 days prior to the expiry date of the Card that You do not want the Card to be renewed.

6 Use of Your Card Account, Your Card and the App

- 6.1 You can use Your Card to purchase goods and services anywhere Mastercard® is accepted. You may also be able to withdraw cash at an ATM or over the counter at a financial institution displaying the Mastercard® logo, where and to the extent permitted, subject to Usage Limits and provided that the transaction is within Your available Spending Limit.
- 6.2 Your Card and Card Account may be subject to daily, monthly, yearly Usage Limits defined by Us and/or Your Financial Intermediary, which do not correspond to your available Spending Limit. The Usage Limits which apply may be viewed in the App.

- 6.3 You must keep Your PIN and other Card Account ID Information safe and protected against unauthorised access and/or unauthorised use by third parties. You must ensure that You log out of the App after using it. The Card and associated Card Account ID Information are non-transferable and are issued exclusively for Your personal use. You may be responsible for the consequences resulting from the failure to comply with the obligation to protect Your Card Account ID Information and/or the Card. You shall not disclose Your Card Account ID Information to any other person, and not even to persons who claim to work for the Financial Intermediary or Accomplish and identify themselves as such. Accomplish nor the Financial Intermediary will ask You for Your Card Account ID Information.

- 6.4 There may be security limits linked to the use of Your Card which limit the amount and frequency of transactions that you may make using Your Card. These limits may vary and are set at Accomplish's discretion.

- 6.5 Be aware that some ATM providers charge additional fees for the use of their ATMs and some Merchants add a surcharge for using certain types of cards. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.

- 6.6 We may refuse to authorise a transaction, limit the use of Your Card, or at any time suspend, restrict or cancel Your Card or Card Account, or refuse to issue or replace a Card for reasons relating to the following:

- i) We are concerned about the security of Your Card or Card Account;
- ii) We suspect Your Card or Card Account is being used in an unauthorised or fraudulent manner;
- iii) We need to do so to comply with applicable laws, regulations or Mastercard rules; or
- iv) You break an important part of these Terms and Conditions or repeatedly break any term in these Terms and Conditions and fail to resolve the matter in a timely manner.

If We take any of the steps referred to above, We will tell You as soon as We can or are permitted to do so either before or after We have taken such steps. We may ask You to stop using Your Card and/or Card Account and return the Card to Us or destroy the Card. We will issue You with a replacement Card or re-activate Your Card if, after further investigations, We believe that the relevant circumstances no longer apply or exist.

- 6.7 We may also decline to authorise a Transaction:

- i) if the execution of the Transaction and any applicable fees will result in the Card Balance exceeding the Spending Limit of Your Card Account; or
- ii) if We believe that a Transaction will break the law.

If We refuse to authorise a Transaction, We will, if practicable, tell You why immediately unless it would be unlawful for Us to do so. You may correct any information We hold and which may have caused Us to refuse a Transaction by contacting Customer Services or Your Financial Intermediary.

6.8 We shall not be liable if a Merchant refuses to accept Your Card or if We do not authorise a Transaction, or if We cancel or suspend use of Your Card or Card Account. Unless otherwise required by law, We shall not be liable for any loss or damage You may suffer as a result of Your inability to use Your Card or Card Account for a Transaction.

6.9 Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash.

6.10 We accept no responsibility for the goods or services purchased by You with Your Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card to make a purchase, We cannot stop that Transaction. However, where You have used Your Card to buy goods or services You may have a claim against the Merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier's description. You must notify Us of any dispute within 60 days of the purchase and the chargeback will only be applied to Your Card Account if successfully secured from the Merchant. If You wrongly make a chargeback claim, We will be entitled to charge You any fees We reasonably incur in pursuing the chargeback claim and We will be entitled to debit Your Card Account with the amount of any such fees (see the Fees Table for details).

6.11 Authorising Transactions:

- a) A Card Transaction will be regarded as authorised by You, at the point of sale by following the instructions provided by the Merchant, which includes:
 - i) entering Your PIN or providing any other security code;
 - ii) signing a sales voucher;
 - iii) providing the Card details and/ or providing any other details as requested either online or by telephone. Any Cardholder Not Present transaction of this nature may be subject to Strong Customer Authentication and/ or one time passcode approval before proceeding;
 - iv) waving or swiping the Card over a card reader;
 - v) inserting a Card and entering Your PIN to request a cash withdrawal at an ATM;
 - vi) making a request for a cash advance at any bank counter;
 - vii) entering a one-time passcode in the App which we will send to the mobile number that You have registered with Us; and
 - viii) following the Strong Customer Authentication process in App and/ or approving a transaction biometrically.
- b) Authorisation for a Transaction may not be withdrawn or revoked by You after the time We have received it. However, any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as notice

was provided no later than the close of business on the Business Day before the Transaction was due to take place. We may charge You a fee if a Transaction is revoked by You under this Section (see the Fees Table for details).

6.12 You can use the App to manage Your Card and Card Account, view recent Card Transactions, view Your Card Account balance, view Your Card Spending and Usage Limits, request Card Spending Limit amendments, change or request reset of Your Card Account password and view PIN. The Terms and Conditions for use of the App are available on first download and in App.

7 Execution times

7.1 The instructions to make a Transaction will be received when We receive them from the Merchant's payment service provider or the automated teller machine (ATM) operator or from You. If We receive instructions on a non-Business Day or after 4:00 pm on a Business Day (or at any time during the weekend), they will be deemed received by Us on the following Business Day.

7.2 We will ensure that a Transaction You make is credited to the relevant payment service provider within certain timescales, provided:

- a) the payment service provider is located within the European Economic Area (EEA); and
- b) the payment services being carried out are transacted in Euro, or another currency of an EEA member state.

7.3 Transactions carried out in Euro (€) or Pounds Sterling (£) or involving a single currency conversion between Euro and Pounds Sterling (provided any cross-border Transaction takes place in Euro) will be credited by the end of the Business Day following the day on which the Transaction is received by Us. We will credit the recipient's account for all other Transactions by the end of the fourth Business Day following the day on which the instruction is received by Us.

8 Card expiry and damaged and new Cards

8.1 Your Card is valid for the period stated on the Card, unless its use is terminated earlier by Us in accordance with these Terms and Conditions. You will not be able to use Your Card once it has expired. We may renew Your Card when it expires. A Fee may apply (see the Fees Table for details). We reserve the right to decline to issue a replacement Card.

8.2 If You ask, We may replace a damaged Card. If We do this a fee may apply (see the Fees Table for details). You will be asked to provide Us with Your Card number and other information so that We can identify You. We reserve the right to decline to issue a replacement Card.

9 Spending Limit

9.1 You must not spend more money on Your Card than the Spending Limit of Your Card Account. You are responsible for ensuring that You have sufficient available Spending Limit when You authorise a Transaction. If You do not do this, it may result in an overspend on Your Card Account and Your Bank Account becoming overdrawn or an existing overdraft increasing when your Financial Intermediary settles Your Statement with Accomplish. If this occurs, Your Financial Intermediary may apply interest fees and charges in accordance with the terms and conditions pertaining to Your bank account.

9.2 You may request an increase or a decrease of the Spending Limit, subject to approval by the Financial Intermediary and Accomplish. You may submit this request to the Financial Intermediary via the App or by another durable medium agreed with the Financial Intermediary.

9.3 Accomplish may decide, for any objective reason, to decrease the Spending Limit with immediate effect. We will endeavour to inform You of any such Spending Limit decrease. A new Spending Limit will be notified to You in accordance with the agreed means of communication. However, a change may take effect before You receive a notification from Us.

9.4 In certain sectors, such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You may spend or for which You require authorisation. The estimate may be for greater than the amount You spend or are charged, for example:

- a) at restaurants You may be required to have a maximum of 20% more on Your Card than the value of the bill to allow for any service charge added by the restaurant; and,
- b) at “pay at pump” petrol pumps (if applicable) You may be required to have an amount equal to the maximum Transaction value permitted at the pump in Your Card Account.

9.5 This means that some of the funds on Your Card Account may be held for up to 30 days until the Merchant has settled the Transaction amount and, accordingly, You will not be able to spend this estimated sum during this period. We cannot release such sum without authorisation from the Merchant.

10 Fees and Charges

10.1 Your use of Your Card and Card Account is subject to the fees and charges set out in the Fees Table. These fees and charges are part of these Terms and Conditions. Any or all of these fees/charges may be waived or reduced at Our discretion. Our fees/charges may change over time; if so We will notify You in advance of such changes in accordance with Section 4.

10.2 Fees and charges will be debited from Your Card Account, in the currency of the Card Account, at such time as they are incurred, and will reduce your available Spending Limit. You must ensure Your available Spending Limit is sufficient to cover the cost of any Transaction and any associated fees/charges.

10.3 No interest applies to the balance on Your Card Account.

10.4 You may be charged a fee by some ATM providers. You may be charged a fee by some retailers where You authorise them to perform a foreign currency transaction at the point of sale and to process the Transaction in the currency of Your Card. Accomplish has no control over any such fees charged by third parties.

11 Transactions made in foreign currencies

11.1 If You use Your Card to purchase goods or services or withdraw cash in a currency other than the denominated currency of Your Card Account, then such Card Transaction will be converted to the currency of Your Card on the day We receive details of it. We will use Mastercard © authorised rates applicable for such a Card Transaction see:

<https://www.mastercard.com/global/en/personal/get-support/convert-currency.html>. A foreign exchange fee will also apply (see the Fee Table for details).

Since exchange rates fluctuate, You undertake to consult the applicable exchange rate before any payment Transaction for which a currency conversion is necessary. Information on the exchange rate mark-up applied by Us appears in the Fee Table. Accomplish will apply the updated exchange rates immediately, without notice. Information relating to currency conversion changes against the latest available reference rate issued by the European Central Bank (ECB) may be viewed

at <https://santander.nuvopay.com/Cardholders/Utils/FXRates.aspx>

11.2 The date of the currency conversion shall be the date on which the Transaction is debited from the Card Account. This date may be different to the day on which the relevant Transaction took place.

12 Disputed Transactions

12.1 You may be entitled to claim a refund in relation to Transactions made using Your Card and/or Card Account where:

- a) the Transaction was not authorised under these Terms and Conditions;
- b) We are responsible for a Transaction which has been incorrectly executed and You have notified to Us in accordance with Clause 14.3 below;
- c) a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction. However, a claim for a refund in this circumstance will not be accepted if the amount of the Transaction was made known to You at least four weeks before the Transaction date or if the claim is made more than eight weeks after being debited to Your Card Account; and
- d) We were notified of the unauthorised/incorrectly executed Transaction without undue delay and in any case no later than 13 months of the debit date of such Transaction.

12.2 If any of the above circumstances apply in relation to a Card Transaction, You should also contact the Merchant as this may lead to a quicker resolution of the dispute.

12.3 You can also ask Us to investigate the Transaction or misuse of Your Card or Card Account, subject to the terms of Clause 12.1a)-d). Upon Your request, We will process a refund of the amount of the disputed Transaction as soon as is practicable and no later than the Business Day following receipt of Your request. We may need more information and assistance from You to carry out such investigation. This will not apply if Accomplish reasonably suspects that You have acted fraudulently, in which case Accomplish will first investigate. Accomplish will not provide a refund under any circumstances if the investigation shows that You have acted fraudulently.

12.4 If We refund a disputed Transaction to Your Card Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Card Account, We shall deduct

the amount of the disputed Transaction from the balance of Your Card Account. If there is no or insufficient Spending Limit then the provisions regarding overspend on Your Card Account (Clause 9.2) will apply.

- 12.5 If Our investigations discover that the disputed Transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence or wilful misconduct (see Clause 14.6), We may charge You an investigation fee (see the Fees Table for details).

13 Keeping Your Card, Your Card Account and Your Card Account ID Information safe

- 13.1 You must keep Your Card, Your Card Account and Your Card Account ID Information safe. Your Card and Your Card Account ID Information are personal to You and You must not give them to anyone else to use. You must take all reasonable precautions to prevent fraudulent use of Your Card, Your Card Account and Your Card Account ID Information. You are however permitted to give certain of Your Card Account ID Information to a TPP (See Section 24) to enable them to access Your Card Account.
- 13.2 You will receive a PIN for Your Card and You must keep Your PIN safe. This means that when You receive Your PIN You must memorise it. You must keep Your PIN secret at all times. You must never disclose Your PIN to anyone, this includes Us, Your Financial Intermediary, friends, family or Merchant staff.
- 13.3 If You suspect that someone else knows Your PIN or any other Card Account ID Information (other than a TPP knowing certain of Your Card Account ID Information), You must contact Customer Services or Your Financial Intermediary immediately. If You forget Your PIN You can view it in the App.
- 13.4 You must keep all of Your Card Account ID Information secure, including any login details for the App, as it provides access to Your Card Account details and Your Card PIN.

14 Lost or stolen Cards or Card Account ID Information, unauthorised Transactions and liability

- 14.1 If You believe that:
- You have lost any of Your Card Account ID Information, or they have been stolen; or
 - if You believe that a Transaction is unauthorised, has been posted in error or is otherwise incorrect; or
 - a Transaction has not been executed or has been incorrectly executed by Us,

then You must let Us know immediately and in any case no later than 13 months after the debit date, by contacting Customer Services or Your Financial Intermediary. If requested to, You must also write to Us within seven days to confirm the loss, theft or possible misuse. You may be required to help Us, Our agents or any enforcement agency, at Our request, if Your Card or Card Account ID Information is lost or stolen or if We suspect Your Card or Card Account is being misused.

- 14.2 If Your Card is reported lost or stolen We will cancel it and may issue a new one. A fee may apply (see the Fees Table for details). If You find Your Card after You have reported it lost, stolen or misused, You must destroy it

and inform Us immediately by contacting Customer Services or Your Financial Intermediary.

- 14.3 Subject to Clauses 14.4 and 14.5, You shall be entitled to a refund in the amount of an unauthorised Transaction or a Transaction incorrectly executed by Us and, where applicable, restoration of Your Card Account to the state it would have been in had the unauthorised or incorrectly executed Transaction not taken place, provided You have notified Us of the Transaction in question without undue delay and in any case no later than 13 months after the debit date (save where We have failed to provide or make available the required Transaction information to You). Any undue delay in making a notification may result in You being liable for any losses as a result. We will make the refund immediately unless We have any reason to believe that the incident may have been caused by You intentionally or with gross negligence breaching these Terms and Conditions, or if We have reasonable grounds to suspect that it has been caused by Your fraudulent behaviour.

- 14.4 You will not be liable for any losses incurred in respect of an unauthorised Transaction if You have exercised reasonable care in safeguarding Your Card and Card Account ID Information from risk of loss or theft and, upon becoming aware of an unauthorised Transaction or the loss or theft of Your Card or Card Account ID Information, You have notified Us promptly. You will not be liable for any losses which arise after You have notified Us that You believe Your Card or any of Your Card Account ID Information has been stolen or might be used in an unauthorised way, as specified in Clause 14.1.

- 14.5 Until notification has been made to Accomplish in accordance with Clause 14.1, You shall be liable up to a maximum of £35 (or the equivalent in the currency of Your Card Account) in case of loss or theft of the Card or misuse of the Card which was made possible because You have not preserved the confidentiality of Your Card Account ID Information or Card Data.

- 14.6 You shall be liable for all losses incurred in respect of an unauthorised Transaction where:

- You have acted fraudulently;
- You have compromised the security of Your Card Account and/or Card with intent or with gross negligence (for example by failing to comply with this Sections 13 and 14); or
- You have provided any of Your Card Account ID Information to another person (other than to a TPP which You have allowed to act on Your behalf, so long as the TPP is permitted by law to do so) who then uses those details to make a Transaction.

In these circumstances, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop Your Card or Card Account being used and to recover any monies owed as a result.

- 14.7 If Our investigations show that a Transaction reported by You as unauthorised or incorrectly executed was in fact authorised by You or correctly executed, or You have acted with intent or gross negligence, We may reverse any refund made and You may be liable for any loss We suffer from Your use of Your Card or Card Account.

- 14.8 Our liability to You under these Terms and Conditions shall be subject to the following exclusions and limitations. We will not be liable for any loss arising from:

- a) a Merchant refusing to accept Your Card;
 - b) any cause which results from abnormal or unforeseen circumstances beyond Our reasonable control or which would have been unavoidable despite all Our efforts to stop it;
 - c) Us suspending, restricting or cancelling Your Card or Card Account or refusing to issue or replace Your Card if We suspect Your Card or Card Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in these Terms and Conditions;
 - d) any direct or indirect damages if the Card or a specific transaction is refused or not honoured by a retailer or a bank or an automatic cash dispenser and does not bear any responsibility for errors committed by authorised retailers or banks or automatic cash dispensers;
 - e) Our compliance with any applicable laws, regulations or Mastercard rules; or
 - f) loss or corruption of data unless caused by Our wilful default/wrongdoing.
- 14.9 Unless otherwise required by law or as set out in these Terms and Conditions, We will not be liable to You in respect of any losses You or any third party may suffer in connection with the Card or Card Account as a result of Our actions which were not a foreseeable consequence of Our actions.
- 14.10 We will not be liable for the goods or services that You purchase with Your Card or Card Account.
- 14.11 From time to time, Your ability to use Your Card or Card Account may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to:
- a) use Your Card to pay for purchases or obtain cash from ATMs (if applicable); and/or
 - b) obtain information about the funds available in Your Card Account and/or about Your recent Transactions; and/or
 - c) make Transactions using Your Card or Card Account
- 14.12 Where the Card is faulty Our liability shall be limited to replacement of the Card.
- 14.13 Where sums are incorrectly deducted from Your Card Account, Our liability shall be limited to crediting to You of the amount of the incorrect deduction.
- 14.14 In any event We shall not be liable in the presence of a case of force majeure such as epidemic or pandemic, suspensions or failures of telecommunication systems or services of Accomplish (e.g. due to a fire or similar catastrophes, power outages, failures of IT systems, or hacking of Accomplish systems). Accomplish does not accept any liability for losses that may result from the application of statutory provisions, administrative measures, whether announced or imminent, acts of government, acts of war, revolutions, civil wars, strikes, lockouts, boycotts, blockages by strike picketing or suspension of Your Card or Card Account in the event of a breach by Your Financial Intermediary of the agreement between Your Financial Intermediary and Us.

14.15 Nothing in these Terms and Conditions will exclude or limit Our liability for death or personal injury or to the extent that it cannot otherwise be limited or restricted by law.

15 Refunds from Merchants

15.1 If You receive a refund from a Merchant for a Transaction made on Your Card, the refund amount will be credited to Your Card Account. If this creates a credit balance, Your Financial Intermediary will refund the amount of the Credit Balance to your bank account.

16 Statements

16.1 You can view Your Card Account balance, Spending Limit and Transactions via the App at any time. You are responsible for keeping Your log on details secret. If You believe someone else is using Your log on details or may know them, You must contact Customer Services or Your Financial Intermediary immediately.

16.2 The total balance of all transactions, both debits and credits, will be entered by Accomplish on the Card Account. A record of these transactions for each Card will be provided for in a monthly statement. The monthly statements will be made available in the App. You agree that you will read and consult each statement without undue delay, at least on a monthly basis, and inform Accomplish immediately in case of any error or dispute.

17 Settlement of outstanding balance

17.1 By agreeing to the Card Agreement, You give irrevocable consent to Your Financial Intermediary to settle the total outstanding balance submitted by Accomplish, as indicated on the statement. You are responsible for informing Your Financial Intermediary which account should serve for settling all Transactions sent by Accomplish. You are required to ensure that there are sufficient funds available to Your Financial Intermediary to cover the total outstanding balance. You consent to Your Financial Intermediary reserving the right but not the obligation, to liquidate such other investments or holdings or transferring funds from another account which You hold with Your Financial Intermediary to cover any shortfall.

17.2 Notwithstanding Clause 17.1, for Business Cardholders, the Corporate Entity, that co-signs the Card Agreement and offers the Card to an individual, must pay the total outstanding balance. Should the Corporate Entity for any reason whatsoever not pay, Clause 17.1 will apply.

17.3 If You do not maintain sufficient funds for Your Financial Intermediary to settle Your outstanding balance, Accomplish or Your Financial Intermediary may immediately:

- a) Stop or suspend the use of the Card;
- b) Terminate the Card Agreement on 14-days' notice to You and require You to repay all unpaid amounts;
- c) Disclose information about You and the Card Account to Credit Reference Agencies (which may make it more difficult for You to borrow funds in the future);
- d) Bring legal action against You to recover debts owed.

18 Cancellation, termination and suspension

18.1 The Card Agreement is entered into by You and Accomplish for an indefinite period of time, which means

- that it will continue unless and until it is terminated in accordance with this section.
- 18.2 You may have a right to cancel Your Card and Card Account up to 14 days after You receive Your Card ('the Cancellation Period'), without reason, by contacting Customer Services or Your Financial Intermediary. We will not charge You a cancellation fee. We may require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions.
- 18.3 You may cancel Your Card Account at any time and without penalty:
- i) during the Cancellation Period (see Clause 18.2) or
 - ii) if You disagree with a change We intend to make to these Terms and Conditions and You notify Us within 60 days of Our notification to You.
- 18.4 You may also terminate Your Card Agreement and close Your Card Account at any time for any reason, giving Us 30 days' notice. If You close Your Card Account, this will automatically cancel any Card being used in connection with Your Card Account. Such termination shall only be effective upon destruction of the Cards issued and upon the complete settlement of all Your liabilities resulting from the Card Agreement.
- 18.5 To terminate Your Card Agreement You must notify Your Financial Intermediary. You will be responsible for any Transactions You have made or charges incurred before You do so. Once We have been notified by Your Financial Intermediary, We will block the Card(s) and Card Account.
- 18.6 When Your Card is cancelled You must destroy it by cutting it in half through the chip and magnetic strip.
- 18.7 We can terminate Your Card Account and/or any Card at any time if We give You two months' notice.
- 18.8 We can suspend or terminate these Terms and Conditions with You and Your use of Your Card Account and/or any Card immediately if:
- a) You are in breach of these Terms and Conditions and You don't remedy that breach promptly when We ask You to;
 - b) You no longer maintain your bank accounts with Your Financial Intermediary;
 - c) We reasonably believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;
 - d) We can no longer process Your Transactions for any legal or security reason or due to the actions of any third party;
 - e) You refuse to co-operate in an investigation or to provide adequate identity or security information or documentary evidence for verification when requested;
 - f) We have reason to believe that Your Card, Card Account or conduct poses a security, credit, fraud, business or reputational risk to Us;
 - g) We need to do so in order to comply with applicable law or regulation or Mastercard rules;
 - h) We are required to do so by any applicable regulatory body;
 - i) You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Card Account; or
 - j) Your Financial Intermediary is in breach of its agreement with Us.
- 18.9 These Terms and Conditions will terminate in the event of Your death.
- 18.10 If there is a positive balance in Your Card Account at the time Your Card Account is closed for any reason, this credit balance will be returned to You (less any applicable fees). We will only redeem funds to Your Financial Intermediary who will in turn return the balance to Your designated bank account.
- 18.11 We reserve the right to suspend Your Card at any time with immediate effect if We discover that any information You have provided is incorrect or incomplete.
- 18.12 If any Transaction, fee or charge is incurred using Your Card Account or Card following cancellation or termination, You agree to pay all such sums to Us immediately on demand.
- 19 Personal data, data processing and data protection**
- 19.1 Accomplish will collect certain personal data about You in order to provide the services under this Card Agreement. Accomplish is the controller of Your personal data and will manage and protect Your personal data in accordance with applicable UK data protection laws.
- 19.2 The processing of Your personal data is governed by Our privacy policy which can be found at <https://www.afpay.com/privacy/>. By accepting these Terms and Conditions, You also agree to the terms of Our privacy policy.
- 19.3 Without prejudice to our privacy policy, we may transfer Your personal data outside the EEA (to the exclusion of jurisdictions that do not offer a level of protection for personal data equivalent to that in the United Kingdom and/or the EU) to companies in the Accomplish group, we may also transfer personal data outside the EEA to our commercial partners where necessary to provide services to You, or where the transfer is necessary as a result of Your request, such as an international payment transaction. You consent to such transfer of personal data.
- 19.4 You authorise Accomplish to disclose Your personal data to Your Financial Intermediary for the purposes of issuing, managing, administering and processing the Card and otherwise providing services to You under this Card Agreement. Your Financial Intermediary is further authorised to access the Card Account and any information associated with the Card Account, as well as carry out certain measures with respect to the Card Account on Your behalf if You so request, including but not limited to requesting a new Card, blocking a Card and amending the Spending Limit.
- 19.5 You accept that Your personal data may be securely transmitted to third-party providers, which from time to time may be updated, for the exclusive purpose of

providing benefits included with the Card, such as Airport Lounge Access, Concierge Services and Insurance. Cardholders holding an eligible Card may benefit from the Insurance Policy held by Accomplish. Accomplish is the sole policy holder, but as set out in the policy document, Accomplish extends cover to You and other persons, where relevant, and permits them to make claims directly against the insurer. This is a discretionary service provided free of charge. You do not have a contractual right to make claims and receive payments under the policy but any claims and payments will be considered at Accomplish's discretion. The current terms of the policy may always be found in the standalone insurance policy in the App. You authorise Accomplish to transmit all necessary data to the competent insurance company in the event of a claim. You further provide consent to Accomplish to transfer personal data to the insurer for the purpose of processing insurance claims in accordance with this article. The following data is typically processed: details on You, Your Card Account, Card transactions and additional services.

20 Compliance with legal provisions and exchange of Information

- 20.1 You are informed that Accomplish may be required to send Your name to the competent foreign authorities (including tax authorities) and within the context of foreign statutory provisions.
- 20.2 You warrant that You remain in compliance with all tax obligations levied upon You, in particular any reporting obligations to the competent authorities and that You will remain in compliance with such tax obligations for the term of this Card Agreement. If You do not satisfy the obligations set out above, You shall be solely liable for any consequences (including possible sanctions and financial and criminal measures). In if doubt with regard to Your obligations, You are responsible for seeking appropriate legal advice.

21 Your details

- 21.1 You must let Us and Your Financial Intermediary know as soon as possible if You change Your name, address, telephone number or email address. If We contact You in relation to Your Card, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Card, We will use the most recent contact details You have provided to Us. Any email to You will be treated as being received as soon as it is sent by Us.

22 Complaints procedure

- 22.1 If You are not satisfied with the service You are receiving You should provide written details of Your concerns to Customer Services. All queries will be handled in accordance with Our complaints procedure. Customer Services will provide a copy of the complaints procedure upon request.
- 22.2 If You have not received a satisfactory response within eight (8) weeks from the date of Your complaint, You may refer Your complaint to the UK Financial Ombudsman Service.
- 22.3 You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For additional contact details You may visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk.
- 22.4 You may also be able to refer Your complaint to the European Commission Online Dispute Resolution

platform at www.ec.europa.eu/odr. The platform is a web-based platform which is designed to help consumers who have bought goods, services or digital content online. It provides access to independent alternative dispute resolution services which are usually free for You to use.

23 Customer Services

- 23.1 The contact details and opening hours of the Customer Service department are available in the App. **A Lost and Stolen reporting service is available 24 hours a day, 7 days a week on +44 (0) 207 166 4000.** We may save any email correspondence and/or record telephone conversations You have with Customer Services for training and/or monitoring purposes. Customer Services may be provided by a third party acting on behalf of AF Payments Limited.

24 Third party providers (TPPs)

- 24.1 You can choose to allow a TPP to access information on Your Card Account, to combine and display information about Your Card Account with information from accounts You have with other payment service providers, provided the TPP is authorised by the Financial Conduct Authority or another European regulator and You have given Your explicit consent.
- 24.2 If You do allow access by a TPP, You must keep us informed of any incorrect or unauthorised Transactions that happen so We can take steps to stop further misuse of Your Card Account and arrange any refund You may be entitled to. If You are thinking of using a TPP, it is important You check with the relevant regulator whether it is authorised before You use it.
- 24.3 We can refuse or stop access to a TPP if We are concerned it isn't authorised or if We believe it's fraudulent or acting fraudulently. If that happens, We will contact You to explain why unless We believe that would compromise Our security or it would be unlawful.

25 General

- 25.1 In these Terms and Conditions, headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.
- 25.2 You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Terms and Conditions. You agree that We may transfer or assign Our rights or novate Our obligations under these Terms and Conditions at any time, with 2 months' notice to You, and without Your further consent. If You do not want to transfer to the new Card issuer You may contact Us within the 2-month notice period, and We will terminate Your Card and Card Account.
- 25.3 We may subcontract any of Our obligations under these Terms and Conditions.
- 25.4 Accomplish group may fully or partially transfer its rights under the Card Agreement to other companies in the Accomplish group.
- 25.5 These Terms and Conditions are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. In the event that any part of these

Terms and Conditions are held not to be enforceable, this shall not affect the remainder of these Terms and Conditions which shall remain in full force and effect.

- 25.6 You will remain responsible for complying with these Terms and Conditions until Your Card and Your Card Account are closed (for whatever reason) and all sums due under these Terms and Conditions have been paid in full.

26 Applicable Law / Jurisdiction

- 26.1 In the event that these Terms and Conditions are translated, this English version shall prevail.
- 26.2 These Terms and Conditions are governed by the laws of England and You agree to the non-exclusive jurisdiction of the English courts. Nevertheless, Accomplish may appeal to any other jurisdiction which would be judged competent.

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