



## Cardholder Terms

Moneybase Ltd (C87193) is a Financial Institution licensed by the Malta Financial Services Authority to conduct electronic money and payment services.

Registered Office: Ewropa Business Centre, Triq Dun Karm, Birkirkara, BKR9034, Malta. VAT No MT23941623. Moneybase Ltd is a private limited liability company and forms part of the Calamatta Cuschieri Moneybase Group.

Version Dated: 24/07/2024

## DEFINITIONS

“Agreement” means these terms and conditions, together with the General Terms and Conditions.

“AISP” means account information service provider, which provides account information services (i.e. online services providing consolidated information on one or more payment accounts held by You with another payment service provider or with more than one payment service provider).

“Available Funds” means at any given time any unspent funds available on your Moneybase Payment Account.

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

“Card”, “Moneybase Card” means an electronic money card issued by us to you, which may be in the form of a plastic card or virtual card.

“Moorwand” means Moorwand Limited.

“Commencement Date” means the earlier of the date you commence using the Card or the date you activate it.

“Customer Services” means the customer support services available to cardholders described in this Agreement.

“EEA” means the European Economic Area.

“Expiry Date” means the date printed on Your Card which is the date your Card will cease to work.

“General Terms and Conditions” means the General Terms and Conditions regulating the provision of the Moneybase Services.

“Moneybase” means Moneybase Limited.

“Moneybase Payment Account” means the payment account or electronic money account (howsoever this is referred to) held with Moneybase.

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

“We”, “Us” or “Our” means Moorwand, via payments or Moneybase acting on its behalf (in its capacity as the programme manager).

“Website” means our website available at <https://www.moneybase.com/>

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

Terms not defined in this Agreement shall have the meaning ascribed to them in the General Terms and Conditions.

## **1. INFORMATION ON WHO WE ARE AND THE NATURE OF THIS AGREEMENT**

- 1.1 This Agreement sets out the general terms and conditions that apply to the use of Card. These terms and conditions must be read in conjunction with the Moneybase General Terms and Conditions. Together, these documents and information form an Agreement between you and us and govern the possession and use of the Card. By using the Card or activating it, you agree to the terms and conditions in the Agreement. If there is a conflict between these terms and conditions and the General Terms and Conditions, this Agreement will prevail. Copies of this Agreement can be found on the Website or by contacting our Customer Services team in accordance with this Agreement.
- 1.2 Cards are issued by Moorwand Limited. Moorwand Ltd. Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900709) for the issuing of payment instruments and registered in England & Wales No. 8491211. 9DU. Registered office Fora, 3 Lloyds Avenue, London, EC3N 3DS, United Kingdom. Moorwand Ltd is in partnership with Via Payments UAB to provide the Moneybase Programme as set out in this Agreement; Via Payments UAB. Via Payments UAB is a company incorporated in Lithuania under registration No 304531663 with registered office at Konstitucijos pr. 7, Vilnius, Lithuania. Via Payments UAB is authorised by the Bank of Lithuania (license number 16) for the issuing of electronic money and payment instruments.
- 1.3 The production of the Cards and the technology systems required to operate the Cards are provided by Moneybase Limited, an electronic money institution licensed by the Malta Financial Services Authority (MFSA) in Malta. Registered office: Ewropa Business Centre, Triq Dun Karm, Birkirkara BKR 9034, Malta. Registration No. C 87193. Moneybase issues the electronic money in relation to your use of your card.
- 1.4 The Cards are issued under a programme management agreement in respect of which Moorwand has agreed for Moneybase to act as programme manager. Where payment services are to be performed through the use of the card under this Agreement, they may be performed by Moorwand or by Moneybase acting as agent on behalf of Moorwand. In either case, your card payment services provider is Moorwand for the purposes of this Agreement. Moneybase provides Customer Services team to support you in the use of your card as set out herein.
- 1.5 This Agreement will commence on the Commencement Date and will terminate in accordance with this Agreement. This Agreement and all communications between us and you shall be in the English language.
- 1.6 We reserve the right to refuse your application to activate the Card if the results of the checks carried out pursuant to clause 3 or otherwise give us reason to suspect you of being involved in or intending to use the Card for money laundering, terrorist financing, fraud or other illegal activity. If we refuse you activation and use of the Card, we will inform you of the refusal but may not inform you of the reason for the refusal.
- 1.7 This Agreement is drawn up in the English language. Where any translation of this Agreement or parts thereof in another language are available, such translation is for informal purposes only and does not alter or take precedence over the provisions of this Agreement, and the provisions of this Agreement in the English language shall prevail.

## **2. CARDS**

- 2.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers and online that accept Mastercard cards. It is designed for use in shops and retail locations where you are physically present or for purchases online. The virtual Card is designed for online purchases only. Like any payment card, we cannot guarantee that a particular retailer will accept the Card. You must check with the retailer before attempting the transaction if you are unsure. You will not be able to use your Card to make any purchases from some retailers; such retailers have been blocked by us in order to prevent the potential use of cards for unauthorised or unlawful activity.
- 2.2 The Card is an electronic money (“e-money”) product, regulated by the Financial Conduct Authority (“FCA”) in the United Kingdom and MFSA in Malta. It is a prepaid card, not a credit card and is not linked to your bank account.
- 2.3 In virtue of this provision, You authorise Moneybase to effect such transfers from the Available Funds on Your Moneybase Payment Account to the Card account as shall be necessary to ensure that sufficient funds shall be available on the Card to pay for each purchase, payment or cash withdrawal using the Card. Where there insufficient funds on your Moneybase Payment Account, any transaction value exceeding such balance will be rejected. The Card is intended for use as a means of payment, and any funds loaded or transferred onto the Card do not constitute a deposit. You will not earn interest on any balance held on the Card account. The Card will expire on the Expiry Date and will cease to work.
- 2.4 When you receive your Card, it will be issued to you in an inactive state. You will need to activate it through our Platform prior to use. The Card will normally be ready for use immediately after activation. If you do not activate your Card, any transactions that you attempt to carry out may be declined.

## **3. IDENTIFICATION REQUIRED FOR ACTIVATION OF CARDS**

- 3.1 The Card is a financial services product, and we are therefore required by law to hold certain information about our customers. We use this information to administer Your Card, and to help us identify you and Your Card in the event that it is lost or stolen. We are subject to laws and regulations regarding the prevention of money laundering and terrorism financing, and will need to collect and record information related to you in order to meet our respective obligations under such laws and regulations. You shall ensure that your obligations to provide us with any information or documents that may be requested by Moneybase from time to time are duly fulfilled at all times throughout the period that you hold the Card, enabling us to meet our respective due diligence and other obligations under the applicable laws and regulations regarding the prevention of money laundering and terrorism financing. Furthermore, you undertake to notify Moneybase promptly when any information or documents you have provided to us change or need to be updated from time to time. If you fail to provide us with the information required, we may have to take steps, including the issuing of warnings, setting of deadlines, rejecting of transactions, restricting the use of the Card, our services or products,

and/or the termination of this Agreement. We only keep this information as long as is necessary and for the purposes described.

- 3.2 In order to obtain a Card, you must be at least 18 years old and a Maltese resident. We may require evidence of who you are and of your residential address. We may ask you to provide some documentary evidence to prove this and/or we may carry out checks on you electronically.
- 3.3 When we carry out these checks, your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse effect on your credit rating.
- 3.4 The activation or use of the Card will indicate to us that you consent to the checks described in this Agreement being undertaken.

#### **4. FEES AND CHARGES**

- 4.1 The fees and charges associated with this Card form an integral part of this Agreement. All fees and charges are described in the Fees and Charges Schedule. All fees and charges are also available on our Website and may be issued without charge upon request by contacting our Customer Services team. You should be aware that other taxes or costs may exist that are related to the Card but are not paid via us or imposed by us.
- 4.2 Should you have any queries about the fees and charges, or any other information given in this Agreement or in the General Terms and Conditions, you are kindly asked to contact our Customer Services team.

#### **5. HOW TO USE THE CARD**

- 5.1 A Card may only be used by the person to whom the Card was issued. The Cards are otherwise non-transferable, and you are not permitted to allow any other person to use the Card, for example by disclosing your PIN or allowing them to use your Card details to purchase goods via the internet. Prior to use of a plastic Card, the Card should be signed on the signature strip located on the back of the Card.
- 5.2 We will be entitled to assume that a transaction has been authorised by you where either:
  - a. in the case of a plastic Card, the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;
  - b. the Card PIN was entered or a sales slip was signed; or

- c. relevant information was supplied to the retailer that allows them to process the transaction, for example providing the retailer with the 16 –digit card number on the front of your Card and the 3-digit security code on the back of your Card or the your virtual Card details provided to you by us in the case of an online or other non face-to-face transaction.

- 5.3 Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme. Once we have received notification of your authorisation to proceed with the transaction, the transaction cannot be stopped or revoked. However, you may in certain circumstances be entitled to a refund in accordance with the General Terms and Conditions.
- 5.4 On receipt of notification of your authorisation of a transaction and the transaction payment order, normally we will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds.
- 5.5 Under normal circumstances, if any payment is attempted that exceeds the Available Funds, the transaction will be declined. In certain circumstances, a transaction may take your Card into a negative balance – this will normally be where the merchant has failed to seek authorisation for the transaction. In these cases, we will attempt to recover some or all of the money from the merchant if we can, providing that we are satisfied that you have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case by case basis, but where there is a negative balance on Your MoneyBase Payment Account, we may require you to make up the shortfall and, until there are Available Funds, We may restrict or suspend the use of your Card.
- 5.6 The Card may be used in full or part payment for purchases. In the case of part payment, the cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.
- 5.7 If you use your Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted by Moneybase into the currency in which the Card is denominated at such rates as shall be available on the Moneybase Online Platform. Changes in the exchange rates may be applied immediately and without notice. You can ask us for information about the exchange rate used after the transaction has been completed by contacting our Customer Services team. You will also be notified of any applicable exchange rate for each transaction on the Platform, which is updated daily where the exchange was performed by us.
- 5.8 Normally, we will be able to support transactions 24 hours per day, 365 days per year. However, we cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – we may be unable to receive or complete transactions.

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

- 6.1 You must ensure that you have sufficient Available Funds to pay for each purchase, payment or cash withdrawal using the Card.
- 6.2 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.
- 6.3 Moneybase cards and services cannot be used for any illegal purposes or transactions. Certain types of transactions may be blocked.
- 6.4 We may restrict or suspend use of your Card without notice if we identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to the Card, if we believe you have not complied with this Agreement, or in the event of exceptional circumstances which prohibit the normal operation of the Card.
- 6.5 Unless it would be unlawful for us to do so or it is impracticable for Us to do so, where we stop or suspend the use of your Card in accordance with this Agreement, we will notify you of this and our reasons for doing so, by sending an email to the email address You provided us with when You obtained the Card. Where it is not possible to notify you before we stop or suspend the Card, we will notify you as soon as possible after we have stopped or suspended the Card.
- 6.6 You may reload the Card with funds through the approved channels subject to the limits provided on our Website and in accordance with our General Terms and Conditions. For the purposes of preventing fraud, money laundering, terrorist financing or any other financial crime we reserve the right to vary these limits and to decline any reload at any time. The applicable card loading fee applies as set out in Fees and Charges Schedule. The Card may only be loaded via channels that we approve. The type and nature of these load channels will depend on the commercial relationship we have with our partners. We will describe these load channels applicable to your Card in the General Terms and Conditions, however should you have any questions about ways to load your Card please contact our Customer Services team.

## **7. MANAGING YOUR CARD**

- 7.1 Your statement will be available on the Online Platform. The statement will specify: a reference enabling you to identify each transaction; the amount of each transaction; the currency in which your Card is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by us and the amount of the transaction after the currency conversion, where applicable; and the transaction debit value date. If there are no transactions on the Card for more than a month then we will not provide you with a statement.
- 7.2 You will need access to the internet to manage the Card. You may check the balance and Available Funds or view a statement of recent transactions, which will be updated in real-time, by logging in to the Online Platform.

- 7.3 You may check the balance and Available Funds or view a statement of recent transactions by visiting the Online Platform or alternatively you may call Our Customer Services team for this information.

## **8. EXPIRY OF THE CARD AND DURATION OF THE AGREEMENT**

- 8.1 Your Card will expire on the specified expiry date when the card will cease to function and you will no longer be entitled to use the card. Your card would be subsequently automatically renewed upon expiration unless you advise us otherwise. If however you do not wish to renew the card, you could terminate from the app 30 days prior to the expiry date of your card and your card will not be automatically renewed.
- 8.2 The “cooling off” period described hereunder will not apply to any replacement Card issued by us. If you do not wish to receive a replacement Card, you may terminate the Agreement free of charge in accordance with the Agreement.
- 8.3 Although the initial duration of the Agreement expires on the expiry date, due to the fact that it is possible for the Agreement to be extended, we will treat the Agreement as an indefinite Agreement for the purposes of payment regulation and will not charge you a redemption fee if you terminate the Agreement before the expiry date. Your right to cancel the Agreement remains unaffected.

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

- 9.1 You are entitled to a 14-day “cooling off” period from the Commencement Date during which you may cancel your card. Should you wish to cancel your Card and this Agreement during the “cooling off” period, you must return the card to Us at Ewropa Business Centre, Triq Dun Karm, Birkirkara BKR 9034, Malta in an unsigned and unused condition within 14 days of issue. You will not be entitled to a refund of any funds that have been spent, including any associated fees, if you have used your Card during the 14-day “cooling off”.
- 9.2 Following the end of the “cooling off” period, you may terminate this Agreement in accordance with clause 10.3 and any unspent funds on the Card, where applicable, will be transferred to your Moneybase Payment Account. Upon the Expiry Date and termination of the Agreement, any unspent funds on the Card, where applicable, will also be transferred to your Moneybase Payment Account.

## **10. TERMINATION OF THIS AGREEMENT**

- 10.1 Subject to the clauses hereunder, this Agreement will terminate at the earliest:
- a. four (4) years from the date on which you accept this Agreement in instances where no sufficient funds for renewal fees are available on your account. In any other cases



your card would be automatically renewed upon expiration. If however you do not wish to renew card, this agreement can be terminated by notifying us via chat in the app 30 days prior to renewal of your card.

- b. following a request for cancellation of the card by you.

10.2 We may terminate this Agreement and inform you of the termination immediately unless prohibited by law:

- a. if you breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within ten (10) days, or use your Card or any of its facilities in a manner that we reasonably believe is fraudulent or unlawful;
- b. if you act in a manner that is threatening or abusive to our staff, or any of our representatives, or;
- c. if you fail to pay fees or charges that you have incurred or fail to put right any shortfall on the balance of your Card.

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

10.3 You may terminate the Agreement at any time free of charge by contacting us via our Customer Services Team or through the Online Platform.

10.4 If the Agreement terminates, we will cancel your Card and any unspent funds on the Card, where applicable, will be transferred to your Moneybase Payment Account.

10.5 Upon termination of the Agreement, we will send you by email and free of charge the latest available yearly statement and a statement for all the transactions for the period from 1 January of the year of termination to the date of termination inclusive.

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

11.1 We will assume that all transactions entered into by you with your Card or Card details are made by you unless you notify us otherwise.

11.2 You are responsible for keeping your Card and its details safe. This means you must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction. You should be satisfied that the retailer or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical Card or details.

11.3 You must keep your PIN safe at all times. This includes:

- a. memorising your PIN as soon as you receive it, and destroying the letter or other document on which We provided the PIN to you immediately;
- b. never writing your PIN on Your Card or on anything you usually keep with Your Card;
- c. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching; and
- d. not disclosing your PIN to any person.

Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses. NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE. This includes, without limitation, printed or electronic messages, e-mails, photographs and online forms.

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

- 12.1 If you lose your Card or it is stolen or damaged, or you suspect it has been used by someone else, you must notify us without undue delay and as soon as you become aware of this by telephoning our Customer Services team in accordance with this Agreement. You will be asked to provide your Card number and other information to verify that you are the authorised cardholder. Following satisfactory completion of the verification process, we will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use. You can also send a request to Moneybase to block the Card through the Online Platform.
- 12.2 After you have notified us of the loss, theft or risk of misuse, and providing that we are able to identify Your Card and satisfy certain security checks, we may issue a replacement Card and/or PIN to You.
- 12.3 If we believe you have acted fraudulently, or if we believe You have intentionally or with gross negligence failed to keep your Card or its details safe at all times, we will hold You liable for all transactions and any associated fees.

## **13. PURCHASES FROM RETAILERS**

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

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

- 14.1 If You believe you did not authorise a particular transaction or that a transaction was incorrectly carried out, in order to obtain a refund you must contact our Customer Services team without undue delay - as soon as you notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from the Card. We will immediately and in any event no later than the end of the Business Day following the day on which we become aware of the unauthorised transaction), refund any unauthorised transaction and any

associated transaction fees and charges payable under this Agreement except in cases where we have a reasonable suspicion that you have acted fraudulently, in which case we will conduct an investigation as quickly as possible and notify you of the outcome. If the investigation shows that the transaction was indeed unauthorised, we will refund you as set out above.

- 14.2 If the refund request is received on a non-Business Day or after 4:30 pm on a Business Day, We will process the refund at the beginning of the next Business Day. If we are liable for an incorrectly executed transaction, we will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement except where any payment instructions you gave us were incorrect, in which case we will make reasonable efforts to recover the funds but may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.
- 14.3 If a transaction initiated by a retailer (for example, this happens when you use your Card in a shop) has been incorrectly executed and we receive proof from the retailer's payment service provider that we are liable for the incorrectly executed transaction, we will refund as appropriate and immediately the transaction and any associated transaction fees and charges payable under this Agreement. We are not liable for any incorrectly executed transactions if we can show that the payment was actually received by the retailer's payment service provider, in which case they will be liable. We execute transactions in accordance with the transaction detail received. Where the detail provided to us is incorrect, we will not be liable for incorrectly executing the transaction, but we will make reasonable efforts to recover the funds involved. In such a case we may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.
- 14.4 If you receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) onto your Card, we will credit your Card account with the relevant amount of any associated fees and charges so that you will not be at a loss, if so requested by that other payment service provider.
- 14.5 Subject to the rest of this clause, we will limit your liability to €50 for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where
- a. the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised transaction took place (unless you acted fraudulently, in which case you are liable for all losses incurred in respect of the unauthorised transaction), or
  - b. the loss was caused by acts or omissions of one of our employees or agents, in which case you are not liable for any losses.
- 14.6 You will be liable for all losses incurred in respect of an unauthorised transaction if:
- a. You have acted fraudulently; or
  - b. You have intentionally or with gross negligence failed to:
    - i. look after and use your Card in accordance with the Agreement; or
    - ii. notify us of the problem in accordance with this Agreement.
- 14.7 Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an unauthorised transaction:
- a. which arise after your notification to us; or

- b. where we have failed to provide You with the appropriate means of notification in accordance with this Agreement.

14.8 Depending on the circumstances, our Customer Services team may require you to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let you know as soon as possible the outcome of any such investigation.

14.9 If our investigations show that any disputed transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for all losses we suffer in connection with the transaction including but not limited to the cost of any investigation carried out by us in relation to the transaction. We will give you reasonable notice of any reverse refund.

14.10 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use – we refer to this as a “hanging authorisation” or “block”. In these cases, you will need to contact our Customer Services and present relevant evidence to show that the transaction has been cancelled or reversed.

14.11 In certain circumstances, we may without notice refuse to complete a transaction that you have authorised. These circumstances include:

- a. if we have reasonable concerns about the security of your Card or we suspect your Card is being used in a fraudulent or unauthorised manner;
- b. if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that we receive notification of the transaction;
- c. if there is an outstanding shortfall on the balance of your Card;
- d. if we have reasonable grounds to believe you are acting in breach of this Agreement;
- e. if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions; or
- f. if we are required to do so by law.

14.12 Unless it would be unlawful for us to do so, where we refuse to complete a transaction for you in accordance with the above, we will notify you as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

14.13 We may suspend your Card, in which case you will not be able to use it for any transactions, if we have reasonable concerns about the security of your Card or we suspect your Card is being used in a fraudulent or unauthorised manner. We will notify you of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card free of charge as soon as practicable once the reasons for the suspension cease to exist.

14.14 This clause applies when you use AISP services. We may deny an AISP access to your e-money account connected to your Card for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to your account by that AISP. If we do deny access in this

way, we will notify you of the denial and the reason for the denial in advance if possible, or immediately after the denial of access, unless to do so would compromise reasonably justified security reasons or is unlawful. We will allow AISP access to your account once the reasons for denying access no longer apply.

14.15 You may claim a refund for a transaction that you authorised provided that:

- a. Your authorisation did not specify the exact amount when you consented to the transaction; and
- b. The amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern on the Card, the Agreement and the relevant circumstances of the case). Such refund must be made to our Customer Services team within 90 days (When it's an authorization or Point-Of-Interaction related chargeback) or 120 days (When the goods or services are delivered later than the transaction date, then 120 days apply from the delivery date) of the amount being deducted from the Card. We will require you to furnish us with evidence to substantiate your claim and proof that the merchant has been contacted. Any refund or justification for refusing a refund will be provided within 45 Business Days of receiving your refund request or supporting documentation. The timeframe for final resolution ranges from 180 days up to 540 days. Any refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee unless the chargeback is decided in the merchant's favour.

## **15. CUSTOMER SERVICES TEAM AND COMMUNICATION**

15.1 Our Customer Services team are normally available between 8.30am to 22.00pm (CET) Monday to Friday and on Saturday and Sunday from 8:30am to 20.00pm excluding national and public holidays in Malta. For emergencies or card specific queries they are available on a 24/7 basis. During these hours we will endeavour to resolve all enquiries immediately. You can contact our Customer Services team through the following methods: In app Live Chat, Phone and Email.

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

15.2 Our business opening hours are Monday to Friday, 9am to 5.30pm (CET) (except for national and public holidays in Malta). Correspondence received after the close of business on a particular day will be treated as having arrived on the following Business Day.

15.3 We do everything we can to make sure you receive the best possible service. However, if you are not satisfied with any element of the Card-related services you receive, any complaints should also be made to our Customer Services team in accordance with the General Terms and Conditions. Calls may be monitored or recorded for training purposes.

15.4 If your complaint is not ultimately handled to your satisfaction after being dealt with in accordance with our internal complaint handling procedures, You may subsequently refer any complaints as follows:

- a. Complaints pertaining to the operation of your Moneybase Payment Account should be referred to the Office of the Arbiter for Financial Services, First Floor, St. Calcedonius Square, Floriana, FRN1530, Malta. Further details may be found at: <http://financialarbiter.org.mt>. The Office of the Arbiter for Financial Services may be contacted on 80072366 (freephone) or by sending an email to [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt). In order to do so, you must fall within the definition of an “eligible customer” in terms of the Arbiter for Financial Services Act (Chapter 555 of the laws of Malta) in order to be able to resort to the Office of the Arbiter. If you do not fall within the definition of an “eligible customer” in terms of the Arbiter for Financial Services Act (Chapter 555 of the laws of Malta) and therefore you are unable to refer your complaint to the Office of the Arbiter for Financial Services, you have the right to refer your complaint to the Central Bank of Malta.
- b. Complaints pertaining to any Card-related Service should be referred to the UK Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 and e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) or through their online complaints portal available at <https://www.financial-ombudsman.org.uk/contact-us>.
- c. You may also submit your complaint on the European Commission online dispute resolution platform (ODR platform) at <http://ec.europa.eu/odr>

## **16. LIMITATION OF LIABILITY**

### **16.1 We will be liable for:**

- a. any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite all our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;
- b. the goods or services that you purchase with your Card;
- c. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- d. a merchant refusing to honour a transaction or refusing a payment; or
- e. any acts or omissions that are a consequence of our compliance with any national or European Union law.

In any event the liability our liability will be limited to the balance of the Card at the time that the event occurs.

### **16.2 In addition to the limitations set out in clause 16.1 above, our liability shall be limited as follows:**

- a. where your Card is faulty due to our fault, our liability shall be limited to the replacement of the Card; or
- b. where sums are incorrectly deducted from your Card due to our fault, our liability shall be limited to payment to you of an equivalent amount.

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

- 16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities we have which we are not permitted to exclude or limit, or our liability for death or personal injury.
- 16.5 If you have used your Card or allowed your Card to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if you have allowed your Card or details to be compromised due to your gross negligence, you will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from you, and there shall be no maximum limit to your liability except where relevant laws or regulations impose such a limit. This means you should take care of your Card and details and act responsibly, or you will be held liable.
- 16.6 The Deposit Guarantee Scheme does not apply to your Card. This means that in the unlikely event that Moneybase or Moorwand became insolvent, your Card may become unusable and any funds associated with your Card may be lost. By using your Card and by entering into this Agreement you are indicating that you understand and accept these risks.
- 16.7 As a responsible e-money issuer we take the security of your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via your Card. In the unlikely event of any insolvency, funds that have reached our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns you might have. Please contact our Customer Services team for further information.

## **17. YOUR PERSONAL INFORMATION**

- 17.1 We collect certain information about the purchasers and the users of the Card in order to operate the Card programme. Moneybase and Moorwand are data controllers of your personal data, and will process and protect your personal data in accordance with the Data Protection Laws of Malta and the United Kingdom and Wales.
- 17.2 We may transfer your personal data outside the EEA to our commercial partners where necessary to provide our services to you, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of your request, such as the processing of any international transaction. When we transfer personal data outside the EEA, we will take steps to ensure that your personal data is afforded substantially similar protection as personal data processed within the EEA. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of the EEA. Your use of our products and services will indicate to us that you agree to the transfer of your personal data outside the EEA. If you withdraw your consent to the processing of your personal data or its transfer outside the EEA, which you can do by contacting our Customer Services team, we will not be able to provide our services to you. Therefore, such withdrawal of consent will be deemed to be a termination of the Agreement.
- 17.3 Unless you have provided your explicit permission, your personal data will not be used for marketing purposes by us or our commercial partners (unless you have independently provided

your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.

- 17.4 You have the right to request details of the personal information that is held about you, and you may request this by writing to us. Where legally permitted, we may charge for this service.
- 17.5 Please refer to the Privacy Policy of Moneybase at [www.moneybase.com](http://www.moneybase.com) details of which you accept by accepting the Agreement.

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

- 18.1 This Agreement may be changed or amended by us at any time for legal, regulatory, commercial or security reasons or to enable the proper delivery of or to improve the delivery of the Card scheme, or for any other reason.
- 18.2 If any changes are made, they will be publicised on our Website two (2) months before the changes take effect (unless the law requires or permits us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on our Website at all times and will be available on request free of charge at any point during the Agreement.
- 18.3 It is your responsibility to check the Website regularly for changes to this Agreement. We will assume that you have done so, and will be entitled to assume you have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Card. If you do not accept a change, you may end this Agreement immediately and free of charge before the expiry of the notice.
- 18.4 There may be times when we will have to change this Agreement without notice or with a notice shorter than 2 months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the Card scheme. If this is the case, we will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible. Your right to terminate the Agreement at any time free of charge would not be affected.

## **19. LAW AND COURTS**

- 19.1 The Agreement, and your relationship with us arising out of or relating to the Agreement, will be governed by Maltese law. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the Maltese courts.

## **20. ASSIGNMENT**



- 20.1 We may assign the benefit and burden of this Agreement to another company at any time by giving you two (2) months' notice of this. You will indicate agreement to the assignment by the continued use of the Card following the 2 months' notice period. If you do not agree to the assignment, you may cancel the Agreement without penalty.

## **21. SEVERANCE**

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