

TERMS AND CONDITIONS

You must read these Terms and Conditions carefully. By using Your Account and/or Your Card 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 Account or Your Card.

Your Card and Card Account is issued by, 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. Your Card is not transferable.

If you have any queries or complaints, please contact customer services (see details below).

1. Definitions

"Account" means the electronic money account held by You with Us and to which Your Card(s) may be linked.

"App" means the Breinrock application which is available online as a Web Portal and/or for download from Apple's App Store and the Google Play Market.

"Authentication" means entering an OTP code and Your password and/or completing biometric authentication using fingerprint or facial recognition using Your mobile device.

"Breinrock" means Breinrock Ltd, a company registered in Cyprus with registration number HE 390800 whose registered office is at Christaki Kranou 35, Yiatros Complex, Block C, Flat/Office 101, 4041 Limassol.

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

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

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

"Customer Services" can be contacted on:

Email:	cards@breinrock.com
Phone (8am – 5pm):	+357 25025025
Post:	Christaki Kranou 35, Yiatros Complex, Block C, Flat/Office 101, 4041 Limassol, Cyprus

Lost or Stolen Cards: Block your card via the app or website available 24 Hours, 7 Days a Week.

"Fees Table" means the table of fees and charges applicable to the Card and/or Account as set out in the App or on the Website.

"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 and /or services that accepts cards displaying the Mastercard® acceptance symbol in payment for such goods and /or services.

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

"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 (as appropriate) completed by You using Your Card or Card Account, or any action which alters the balance of Your Account, including a redemption instruction.

"Us" or "We" or "Our" means AF Payments Limited.

"Website" means www.breinrock.com

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

2. Fees

2.1. Your use of Your Card and/or 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 3.1. Your banking provider may charge a fee for the transfer of funds and/or additional ATM fees may be charged by the ATM provider. Any such fees would be in addition to the fees set out in the Fees Table.

2.2. Fees and charges will be paid from Your Account at such time as they are incurred. You must ensure Your Account balance is sufficient to cover the cost of any Transaction and any associated fees/charges.

3. These Terms and Conditions

- 3.1. We may change these Terms and Conditions including changing existing fees, introducing new fees, or adding or removing functionality, from time to time. Where required, we will provide You with at least two months' notice before the proposed change comes into effect, however changes that relate to exchange rates shall come into effect immediately if so stated in the change notice. All such changes will be posted on the Website with a link to the amended terms and conditions and shall be notified to You either by (i) sending an email to the email address registered with Your Account and/or Card, (ii) writing to You at the postal address registered with Your Account and/or Card or (iii) requesting that You accept the amended terms and conditions when You access the Website.
- 3.2. The up-to-date version of these Terms and Conditions will be posted on the Website. You should check the Website regularly so that You can see the latest version. 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.
- 3.3. 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 circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and, where You have an Account, We will refund the balance on Your Account. If you do this, You will not be charged a refund fee.

4. Scope of these Terms and Conditions

- 4.1. These Terms and Conditions govern Your use of Your Card and/or Account. The funds for all Transactions are held in Your Account and no interest will be paid on these funds where You hold an Account with Us. 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 Account and used to complete the Transaction.
- 4.2. The funds loaded into Your Account are known as electronic money. You can only spend to the value of the funds that are loaded into Your Account.
- 4.3. Your Card is a Prepaid or Debit card. Your Card is not a credit card or a charge card. All Cards are issued by Us pursuant to a licence from Mastercard®.
- 4.4. Although Our activities are regulated by the Financial Conduct Authority, neither Your Card

nor Your Account is covered by the Financial Services Compensation Scheme. However, the funds in Your Account are safeguarded by Us in accordance with the Electronic Money Regulations 2011, which means that they are kept separate from Our assets so in the unlikely event We become insolvent, Your funds remain safe from Our creditors.

5. Card and Account issuance

- 5.1. To apply for an Account and/or Card You must be at least 18 years old. Before We can set up an Account for you and/or issue You a Card, We will need to know some information about You. We will check Your identity and where You live. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However, a credit check is not performed and Your credit rating will not be affected.
- 5.2. We reserve the right to refuse to set up an Account or issue You a Card.
- 5.3. If You have any problems with Your Account or Card please contact Customer Services.
- 5.4. If You receive a plastic Card, You must sign it as soon as You receive it and activate it. Activation instructions are set out on the packaging that Your Card is attached to. 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.

6. Loading Your Card/Account and requesting redemption

- 6.1. Funds can be loaded on to Your Account by You by bank transfer using the loading account details available in the App, or website. Depending on the method You use to load Your Account, a fee may be charged (see the Fees Table for details). Provided that there are sufficient funds in Your Account to cover any applicable fees, the funds will be credited to the Account balance once they have been received by Us.
- 6.2. Limits apply to the number of times Your Card Account may be loaded in a day. Minimum and maximum load limits also apply, and these are set out in the Trust Limits. The respective Trust limits can be requested by emailing cards@breinrock.com, or by visiting our platform website and navigating to limits. We reserve the right to refuse to accept any particular load Transaction.
- 6.3. You have the right to redeem the funds in Your Account at any time in whole or in part up until the date that is 6 years after the expiry date or the termination date of the contract. To do so, please contact Customer Services. We will only redeem funds to a bank account in Your name. We may

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ask You to provide Us with documents, evidence and other information to verify Your identity or to enable Us to comply with applicable legal and regulatory requirements.

6.4 We may charge You a fee (see Fees Table) to cover redemption costs on each occasion that You redeem if You redeem all or part of Your balance at the following times:

- a. where redemption is requested before termination of these Terms and Conditions; or
- b. where redemption is requested more than one year after termination of these Terms and Conditions.

7. Use of Your Account, Your Card and the App

7.1. You can use Your Card to purchase goods and services anywhere Mastercard® is accepted. You may also be able withdraw cash at an ATM or over the counter at a financial institution displaying the Mastercard® logo, subject to there being sufficient funds allocated to Your Card and the Merchant, ATM supplier or financial institution being able to verify this online. You must keep Your PIN and other Card and Account ID Information safe and ensure that You log out of the App after using it.

7.2. There are spending and withdrawal limits for the use of Your Card and/or Account; please see the Fees Table for details.

7.3. 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.

7.4 We reserve the right to decline any Transaction at Our discretion.

- a. We may 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
 - iii. 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.

b. If We take any of the steps referred to above in Section 7.4a., 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 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.

c. We may also decline to authorise a Transaction:

- i. if We suspect Your Card or Card Account is being used in an unauthorised or fraudulent manner.
- ii. if sufficient funds are not loaded on Your Card/Account at the time of a Transaction to cover the amount of the Transaction and any applicable fees; or
- iii. if We believe that a Transaction will break the law.
- d. 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.
- e. 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.

7.5. You must not spend more money on Your Card and/or Your Account than You have available in Your Account and/or on a Card. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction. If You do not do this it may result in an overspend on Your Card and/or Account. If this occurs You must pay the overspend back to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You.

7.6. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any other Cards or Accounts that You hold with Us or from any other payment instrument You designate to Your Account and against any funds which You subsequently paid into your Account, or which are received into Your Account. We may suspend Your Card or Card Account and any other Cards connected to You until we are reimbursed the overspend amount.

7.7. You must not spend more money on Your Card than You have available.

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- 7.8 In certain sectors, Merchants 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:
- 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.
 - 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 Account or available on Your Card.
- 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.
- 7.8. 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.
- 7.9. We accept no responsibility for the goods or services purchased by You with Your Card and/or Account. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card and/or Account to make a purchase, We cannot stop that Transaction. However, where You have used Your Card and/or Account 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 Account with the amount of any such fees.
- 7.10. Authorising Transactions:
- A Transaction will be regarded as authorised by You, either at the point of sale by following the instructions provided by the Merchant, or for a redemption instruction by following the instructions provided by Customer Services, which includes:
 - entering Your PIN or providing any other security code;
 - signing a sales voucher;
 - providing the Card details and/ or providing any other details as requested;
 - waving or swiping the Card over a card reader;
 - inserting a Card and entering Your PIN to request a cash withdrawal at an ATM;
 - making a request for a cash advance at any bank counter; and
 - entering a one-time passcode in the App which we will send to the mobile number that You have registered with Us.
 - a Transaction made using Your Account will be regarded as authorised by You when You follow the instructions in your App relating to the Transaction and click on the 'submit' or other equivalent button to indicate your authorisation for Us to execute the Transaction.
 - 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).
- 7.11. We reserve the right to apply a monthly maintenance charge, if we do, the amount will be set out in the Fees Table. You are responsible for all Transactions and fees charged to Your Card/ Account.
- 7.12. You can use the App to do various things relating to Your Account and/or Card(s) including allocating funds to Your Card, managing Your Card and/or Account, viewing recent Transactions, viewing Your balances, changing or requesting the reset of Your Card and Account ID Information. For more information on using the App and on the functionality of the App, please visit the Website.
- 8. Transactions made in foreign currencies**
- 8.1 Your Account and Card are denominated in GBP or EUR. If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currency of Your Account, then such Transaction will be converted to the currency of Your Account on the day We receive details of it. We will use Mastercard ® authorised rates applicable for such a Transaction see www.mastercard.com/global/currencyconversion . A foreign exchange fee will also apply (see the Fees Table for details). If You only have an Account, You will not be able to make Transactions in a currency other than the currency of Your Account.

9. Disputed Transactions

- 9.1. You may be entitled to claim a refund in relation to Transactions made using Your Card and/or Account where:
- the Transaction was not authorised under these Terms and Conditions;
 - We are responsible for a Transaction which was incorrectly executed and notified to Us in accordance with Section 14 below;
 - 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 Account;
 - We were notified of the unauthorised/incorrectly executed Transaction within 13 months of the debit date of such Transaction.
- 9.2. If any of the above circumstances apply in relation to a Transaction, You should also contact the Merchant as this may lead to a quicker resolution of the dispute.
- 9.3. You can also ask Us to investigate the Transaction or misuse of Your Card or Card Account. We will immediately process a refund of the amount of the disputed Transaction. We may need more information and assistance from You to carry out such investigation.
- 9.3. If We refund a disputed Transaction to Your Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Account, We shall deduct the amount of the disputed Transaction from the funds in Your Account. If there are no or insufficient funds then the provisions regarding overspend on Your Account (see Section 7.6) will apply.
- 9.4. 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, We may charge You an investigation fee (see the Fees Table for details).

10. Card expiry and damaged and new Cards

- 10.1 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 so that You may continue to use the funds in Your Account. A Fee may apply (see the Fees

Table for details). We reserve the right to decline to issue a replacement Card.

- 10.2 If You do not request, or we have not provided You with, a new Card following expiry of Your Card, any funds in Your Account will remain for a period of six years from the Card expiry date. Your Account may be subject to a monthly maintenance charge (see the Fees Table for details). You may contact Customer Services to request Your funds be returned to You at any time within the six year period. The funds cannot be provided to You in the form of cash (notes and coins). Any funds remaining in Your Account after six years will not be refunded.
- 10.3 Once Your Card has expired, You will no longer be able to use the Card to make Transactions from Your Account.
- 10.4 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.

11. Refunds from Merchants

- 11.1 If You receive a refund of sums paid for goods and services on Your Card back from a Merchant, the refund amount will be added to the balance in Your Account.

12. Keeping Your Card, Your Card Account and Your Card Account ID Information safe

- 12.1 You must keep Your Card, Your Account and Your Card and Account ID Information safe. Your Card and Your Card and 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 Account and Your Card and Account ID Information. You are however permitted to give certain of Your Card and Account ID Information to a TPP to enable them to access Your Account.
- 12.2 You should treat the value on Your Card and/or Account like cash in a wallet. If Your Card is lost or stolen or there is unauthorised use of Your Card or Card Account, You may lose some or all of the value on Your Card/Account in the same way as if You lost cash.
- 12.3 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 not disclose Your PIN to anyone including friends, family or Merchant staff.
- 12.4 If You suspect that someone else knows Your PIN or any other Card and Account ID Information (other than a TPP knowing certain of Your Card

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and Account ID Information), You must contact Customer Services immediately. If You forget Your PIN You can access it when You log on to Your App.

- 12.5 You must keep Your Card and Account ID Information secure, as it provides access to Your Card and/or Account details and Your Card PIN.

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

- 13.1 If You think that:

- a. You have lost any of Your Card and Account ID Information, or they have been stolen; or
- b. if You believe that any Transaction is unauthorised, has been posted in error or is otherwise incorrect; or
- c. a Transaction which 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. 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 and Account ID Information is lost or stolen or if We suspect Your Card or Card Account is being misused.

- 13.2 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.

- 13.3 Subject to sections 13.4 and 13.5, 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 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 to Your Account immediately unless We have any reason to believe that the incident may have been caused by Your breach of these Terms and Conditions, Your negligence or if We have reasonable grounds to suspect that it has been caused by Your fraudulent behaviour, deception or other wrongdoing perpetrated by You.

- 13.4 Subject to section 13.5, You are liable up to a maximum of £35 (or the equivalent in the currency of Your Card Account) for any losses incurred in respect of an unauthorised Transaction arising from:

- a. the use of Your Card or Card Account ID Information where these have been lost or stolen; or
- b. where You have failed to keep Your Card Account ID Information safe.

- 13.5 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 and 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 and Account ID Information, You 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 and Account ID Information has been stolen or might be used in an unauthorised way, as specified in section 13.1.

- 13.6 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 with intent or with gross negligence (for example by failing to comply with this section 13); 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.

- 13.7 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 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.

- 13.8 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; or

- 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; or
 - 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. Our compliance with any applicable laws, regulations or Mastercard rules; or
 - e. loss or corruption of data unless caused by Our wilful default/wrongdoing.
- 13.9 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 Account as a result of Our actions which were not a foreseeable consequence of Our actions.
- 13.10. We will not be liable for the goods or services that You purchase with Your Card or Card Account.
- 13.11. 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. load Your Account or Card; and/or
 - b. use Your Account or Card to pay for purchases or obtain cash from ATMs (if applicable); and/or
 - c. obtain information about the funds available in Your Card/Account and/or about Your recent Transactions; and/or
 - d. make Transactions using Your Card or Card Account
- 13.12. Where the Card is faulty Our liability shall be limited to replacement of the Card loaded with Your funds on the Card/Account.
- 13.13. Where sums are incorrectly deducted from Your Card/Account funds, Our liability shall be limited to payment to You of the amount of the incorrect deduction.
- 13.14. In all other circumstances Our liability will be limited to repayment of the amount of the funds in Your Card/Account.
- 13.15. 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.

14. Transaction Overview

- 14.1. You can view Your Card Account balance 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 immediately.

15. Cancellation, termination and suspension

- 15.1 You may cancel Your Card and/or Account up to 14 days after You receive Your Card and/or open Your Account ('the Cancellation Period'), without reason, by contacting Customer Services. We will not charge You a cancellation fee. We will 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. The purchase price of the Card (Card Fee) will not be refundable.
- 15.2 Depending on the method by which You choose to have Your remaining Account balance refunded, a fee may be charged which will be deducted from the balance of Your Account (see the Fees Table for details).
- 15.3 You may cancel Your Card and/or Account at any time and without penalty i. during the Cancellation Period (see Section 15.1 above) or ii. if You disagree with a change we intend to make to these Terms and Conditions. You may also cancel Your Card and/or Account at any time for any reason, however a cancellation fee may apply (see the Fees Table for details). If You cancel Your Account, this will automatically cancel any Card being used in connection with Your Account.
- 15.4 To cancel Your Account and/or any Card You must notify Customer Services. You will be responsible for any Transactions You have made or charges incurred before You cancelled Your Account and any Card(s). Once We have been notified by You, We will block the Card(s) and/or Account straight away so they cannot be used.
- 15.5 When Your Card is cancelled You must destroy it by cutting it in half through the chip and magnetic strip.
- 15.6 We can terminate Your Account and/or any Card(s) at any time if We give You two months' notice and refund any remaining funds to Your nominated bank account.
- 15.7 We can suspend or terminate these Terms and Conditions with You and Your use of Your Account and/or any Card immediately if:
 - a. You are in breach of these Terms and Conditions;
 - b. You violate or We have reason to believe that You are in violation of any law or

regulation that is applicable to Your use of Your Card and/or Account;

- c. We have reason to 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, 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; or
 - i. You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Card/Account.
- 15.8 These Terms and Conditions will terminate in the event of Your death.
- 15.9 If there is a positive balance in Your Card/Account at the time Your Card/Account is closed for any reason, these remaining funds will be returned to You (less any applicable fees) provided the funds are not subject to any restriction. We will only redeem funds to a bank account in Your name and we may ask You to provide Us with documents, evidence and other information to verify that this is the case.
- 15.10. Any funds which remain unclaimed for a period of six years following closure of Your Card/Account shall expire and be forfeited.
- 15.11. We can suspend Your Card and/or Account at any time with immediate effect if:
- a. We discover that any information You have provided is incorrect or incomplete; or
 - b. if a Transaction has been declined because of lack of available value in Your Card/Account.
- 15.12. If any Transaction, fee or charge is found to have been incurred using Your Account or Card

following cancellation or termination, You agree to pay all such sums to Us immediately on demand.

16. Personal data

- 16.1. 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.
- 16.2 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 Us. We are the sole policy holder, but as set out in the policy document, We extend 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 Our discretion. The current terms of the policy may always be found in the standalone insurance policy in the App. You authorise Us to transmit all necessary data to the competent insurance company in the event of a claim. You further provide consent to Us 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.

17. Your details

- 17.1. You must let Us know as soon as possible if You change Your name, address, telephone number or email address. If We contact You in relation to Your Account or Card, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Card and/or Account and wish to send You a refund, 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.
- 17.2. We will not be liable to You if Your contact details have changed and You have not told Us.

18. Complaints procedure

- 18.1. 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.

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18.2. 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.

18.3. 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.

18.4. 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.

19. Customer Services

19.1. The Customer Service department is available by phone within the hours of 8am - 5pm at +35725025025 or by email at support@breinrock.com. A Lost and Stolen reporting service is available 24 hours a day, 7 days a week via the App. We may save any email correspondence You have with Customer Services for training and/or monitoring purposes.

20. General

20.1. 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.

20.2. 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 without prior written notice to You and without Your further consent. If You do not want to transfer to the new Card/Account Issuer You may contact Us and We will terminate Your Card and/or Account. Any balance remaining in Your Card and/or Account will be returned in accordance with Our redemption procedure.

20.3. We may subcontract any of Our obligations under these Terms and Conditions.

20.4. 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.

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

20.6 Execution times

a) 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.

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

i. the payment service provider is located within the European Economic Area (EEA); and

ii. the payment services being carried out are transacted in Euro, or another currency of an EEA member state.

c) 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.

20.7 Third party providers (TPPs)

a. You can choose to allow a TPP to access information on Your Account, to combine and display information about Your Account with information from accounts You have with other payment service providers, provided the TPP is authorised by the FCA or another European regulator and You have given Your explicit consent.

b. 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.

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- c. 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.
- 20.8 These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Card and Card Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.
- 20.9 These Terms and Conditions are governed by the laws of England and You agree to the non-exclusive jurisdiction of the English courts.