

## The Kalixa® Prepaid MasterCard® Terms and Conditions

THESE TERMS AND CONDITIONS CONTAIN YOUR RIGHTS AND OBLIGATIONS REGARDING THE USE OF YOUR KALIXA PREPAID MASTERCARD AND EACCOUNT. PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS OUR STANDARD CLIENT AGREEMENT UPON WHICH WE INTEND TO RELY. BY REGISTERING FOR YOUR KALIXA CARD & EACCOUNT YOU ACCEPT THESE TERMS AND CONDITIONS AND IN PARTICULAR THE RISKS STATED IN PARAGRAPH 19.8. FOR YOUR OWN PROTECTION YOU SHOULD READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM. IF THERE IS ANYTHING THAT YOU DO NOT UNDERSTAND OR AGREE WITH, PLEASE CONTACT KALIXA CUSTOMER SERVICES USING THE CONTACT DETAILS IN APPENDIX B OF THIS AGREEMENT.

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### 1 In these terms and conditions:

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| 1.1  | eAccount means the web-based electronic money (e-money) account opened and maintained by us in your name and associated with your Card;   |
| 1.2  | ATM means an Automated Teller Machine or cash dispenser bearing the MasterCard logo;  |
| 1.3  | Card or Cards means any prepaid MasterCard issued and supplied by us from time to time under these terms and conditions, including any renewed or replacement Card;   |
| 1.4  | Interest means a charge on a debt owed by you to us;  |
| 1.5  | Merchant means a retailer, including an Internet retailer or any other person, firm or corporation that accepts cards which display the MasterCard logo;  |
| 1.6  | Cancellation means the rule which lets you close your eAccount and relinquish your Card;  |
| 1.7  | PIN means the Personal Identification Number for use with your Card;  |
| 1.8  | Transaction means any cash withdrawal or payment received or made using your eAccount or Card;  |
| 1.9  | we, us or our means Vincento Payment Solutions Limited, a company registered in England and Wales (number 06035209) and authorised and regulated by the Financial Services Authority to issue e-money and is registered in the Financial Services Authority register (number 470337); |
| 1.10 | you or your means the named cardholder in whose name an eAccount has been opened – the named cardholder is the authorised user of the eAccount and Card;  |
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1.11 Website means [www.kalixa.com](http://www.kalixa.com) (or any other website relating to your eAccount and Card of which we may notify you from time to time), which enables you to access information relating to your eAccount and Card.

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1.12 Any Kalixa product that is purchased from an 'over the counter' point of sale will be classified as a restricted card (see paragraph 18).

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## **2 Important information regarding your eAccount and Card**

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2.1 The Card is a Prepaid MasterCard and is not a credit, charge or debit card. You can only use your Card to spend money that you have loaded into your eAccount.

2.2 You will not earn Interest on any money that you have loaded into your eAccount.

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## **3 Applying for your eAccount and Card**

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3.1 You can apply for your eAccount and Card on our Website.

3.2 You may only apply for one Card and eAccount.

3.3 You must be at least 18 years old and have the right to reside in the United Kingdom.

3.4 Before we accept your application we will need to verify your identity using electronic verification checks. We reserve the right to request additional information or documentation at any time in order to confirm your identity and to comply with our legal or regulatory obligations.

3.5 On successful application, we will open your eAccount and issue you with its associated Card.

3.6 We will open your eAccount and issue you with your Card on the basis of the information that you have provided to us, and that you agree to provide us with accurate information and to immediately inform us of any changes so that our records remain correct.

3.7 We reserve the right to decline your application for any reason.

3.8 A fee is payable upon opening your eAccount and issuing your Card. See fees on our Website.

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## **4 Activating your eAccount and Card**

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- 4.1 Details of how to activate your eAccount can be found on our Website.
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- 4.2 You must successfully load your eAccount and choose your PIN before we can issue you with a Card, which we will send to your registered address.
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- 4.3 The Card is issued by us, subject to the terms and conditions of any licence from MasterCard or its affiliates. You must successfully activate your Card prior to usage.
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- 4.4 All Cards issued by us are, and remain, our property. You must immediately return the Card to us at our request, or destroy it. To effectively and securely destroy your Card, see Appendix A: How to destroy your Card.
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- 4.5 We reserve the right to refuse to activate your eAccount for any reason and to close it if you fail to activate it within 30 days.
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- 4.6 We, or any person acting on our behalf, may retain your Card at our discretion.

## **5 Loading funds into your eAccount**

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- 5.1 Once you have successfully registered for your eAccount and Card, you can load funds in a variety of ways subject to the conditions outlined in paragraph 18.1. Detailed instructions are available on our Website.
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- 5.2 Prior to activating your Card, you may only spend up to a maximum of £300 using your eAccount. We reserve the right to lower this limit at anytime without notice.
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- 5.3 The minimum amount you can load into your eAccount at any one time is £10.
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- 5.4 The total balance in your eAccount must not exceed £9,000 at any one time. If you choose to hold a large balance of funds in your eAccount then you understand and accept that you do so at your own risk.
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- 5.5 Some payments into your eAccount are instantaneous and will allow you access to them immediately; all other payments will become available for use with your Card once we have received cleared funds from you.
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- 5.6 We will convert any foreign currency loaded into your eAccount into Pounds Sterling.
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- 5.7 When we receive funds for your eAccount we will use them in the following order:
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- 5.7.1 to pay for any money you owe to us under these terms and conditions including any
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Interest, fees or foreign exchange rate charges;

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5.7.2 to pay for any Transactions.

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5.8 A fee may apply each time you load your eAccount. See the fees page on our Website for full details.

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5.9 We reserve the right to decline any loading Transaction and to suspend or terminate your right to load your eAccount at any time and without notice to you. You will be notified immediately when you request a payment if it has been refused. In all cases, if you contact us, we will tell you if a payment has been refused, the reasons for the refusal (if possible) and the procedure for correcting any factual errors that led to the refusal.

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## **6 eAccount, Card & PIN security**

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6.1 You must:

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6.1.1 immediately sign your Card as soon as it has been received;

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6.1.2 keep your Card secure in a safe place at all times and do not allow any other person to use it;

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6.1.3 memorise your PIN;

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6.1.4 take all reasonable precautions to prevent your PIN from becoming known to another person;

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6.1.5 keep the password for your eAccount safe, secure and secret at all times and do not disclose it to any other person including friends, family or work colleagues;

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6.1.6 destroy any Card which has expired or been cancelled and (if we request) return it to us. To effectively and securely destroy your Card, see Appendix A: How to destroy your Card.

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6.2 You must not:

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6.2.1 use your Card before or after the period in which it is valid;

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6.2.2 use your Card after you receive notice that we have cancelled or withdrawn it;

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6.2.3 use your Card for an unlawful or illegal purpose;

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6.2.4 use your PIN if someone else can see you typing it in;

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6.2.5 damage or bend your Card.

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6.3 If you suspect that someone else knows your PIN, or you have forgotten it, you must tell us immediately so that we can block your Card and issue you with a new one.

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6.4 If you suspect that someone else knows the password to your eAccount, you must change it on our Website as soon as possible.

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6.5 When choosing or changing your password you must not select a number or word that may be easily guessed, such as a number that is easily associated with you (your telephone number or birth date), or is part of data imprinted on the Card or is identical to your previous chosen password.

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## **7 Using your Card and Transaction authorisation**

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7.1 You can use your Card at any Merchant including shops and restaurants and for online and telephone purchases, wherever MasterCard is accepted. Your PIN will allow you to use the Card at ATMs and Chip & PIN retailers. See our Website for further details.

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7.2 We may make immediate changes to the exchange rate used to convert foreign Transactions into Sterling. You can find the exchange rates we use in advance of making a Transaction via our Website. For all Transactions made in a foreign currency you can find out what the applicable exchange rate was at the time of the Transaction by viewing your statement.

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7.3 Card Transactions are regarded as authorised where you:

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7.3.1 authorise the Transaction at the point of sale by following whatever instructions are provided by the Merchant to authorise the Transaction, which may include:

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7.3.1.1 entering the PIN;

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7.3.1.2 providing the Card details;

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7.3.1.3 waving or swiping the Card over a card reader;

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7.3.2 insert a Card and enter a PIN and make a request for a cash advance at a cash dispenser.

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7.4 Once you have authorised a Transaction you cannot ask us to stop that Transaction.

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7.5 Once we have received your payment instructions, we will make payments within a specified time period. We calculate that time from the date we receive your instruction and not the time you send it.

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7.6 Instructions which are not received on a business day will be deemed to have been received on the next business day. Payments will be made no later than the end of the third business day following receipt of your instructions. A business day is a weekday which is not a UK public holiday.

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7.7 You may be entitled to a refund in relation to a Transaction (together with any related charges) where:

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7.7.1 a Card Transaction was not authorised under this agreement or;

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7.7.2 we have incorrectly executed a Transaction (unless we can show otherwise);

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7.7.3 provided that you have notified us without any undue delay and in any event no later than 13 months after the date on which the amount of the relevant payment Transaction was debited to your eAccount.

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7.8 You must ensure that you have sufficient funds in your eAccount before you use your Card, as your Transaction may not be authorised.

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7.9 It is your responsibility to regularly check the balance of your eAccount and to ensure that you have sufficient funds in it to pay for your Transactions. There are some circumstances where Merchants may require you to have an Available Balance in your eAccount that is greater than the value of the Transaction you wish to make, for example hotels and rental cars, as they may not be able to accurately predict what the final Transaction amount will be. Further details are available on our Website.

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7.10 In some limited situations your Card cannot be used such as, but not limited to, self-service petrol pumps (but you can use your Card to pay by taking it to the cashier) or where Merchants cannot authorise your Transaction online. See our Website for further information.

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

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7.12 Service fees may be payable for the use of the Card. See the fees page on our Website for full details.

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7.13 We may decide, at our sole discretion, not to give our authorisation for any Transaction or decline to process any Transaction if:

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7.13.1 we have reason to suspect your Card has been lost or stolen;

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7.13.2 you have not followed these terms and conditions;

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7.13.3 you do not have sufficient funds in your eAccount to pay for the Transaction.

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7.14 You must not spend more money than you have in your eAccount. Any attempt to do so may be treated as a criminal act.

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7.15 If a Transaction is processed for an amount greater than the funds available in your eAccount we shall:

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7.15.1 immediately suspend your eAccount and Card;

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7.15.2 inform you in writing of this;

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7.15.3 charge you Interest on the balance owed to us which will be charged for each day the amount remains outstanding.

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7.16 You agree that the outstanding balance and Interest due (the Deficit) will be a debt owed by you to us and that we may charge the Deficit to any payment method not limited to debit and credit card. You also agree that we may offset the Deficit against any funds that you load into your eAccount.

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7.17 We reserve the right to take all necessary steps, including legal action, to recover any outstanding money owed to us under these terms and conditions and to charge your eAccount with any reasonable costs we incur when enforcing our rights.

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## **8 Changes to your contact details and communications**

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8.1 It is your responsibility to notify us within 14 days of any change to your name, address and any other contact details such as email address or contact telephone number so that our records are accurate, complete and up to date.

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8.2 You will be responsible for any loss that directly results from any failure to advise us of a change to your contact details.

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8.3 You agree that we may communicate by email with you at all times which will include

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notifying you about your eAccount and Card and may include details of offers and other information relating to your eAccount and Card. Any email to you will be treated as being received as soon as it has been sent by us.

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8.4 We will not communicate with you via email if you have not verified your email address.

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**9 Lost, stolen or damaged Cards and misuse and liability for unauthorised Transactions**

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9.1 If your Card is lost or stolen you may lose some or all of the money loaded into your eAccount in just the same way as if you lost your wallet. In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately call our Lost or Stolen Card Helpline (see Appendix B: How to contact us). We will then take all reasonable steps to stop any unauthorised use of your Card and your eAccount, which may mean that we will suspend your eAccount and/or cancel your Card. We will refund the amount of any disputed Transaction which our reasonable investigations show has not been authorised by you provided that you have complied with these terms and conditions. If we discover that any disputed Transaction was authorised by you or that you have failed to comply with these terms, including failing to follow any of the safeguards set out in paragraph 6, we will not refund the disputed Transaction and will charge a Transaction Dispute Charge of £12.

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9.2 If you find your Card after you have reported it lost, stolen or being misused, you must not use it; you must destroy it immediately and then return it to us. To effectively and securely destroy your Card, see Appendix A: How to destroy your Card.

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9.3 If there are any funds remaining in your eAccount, we will issue a replacement Card or return the funds to you (if you so request) in accordance with our Cancellation policy. All replacement Cards will be delivered to your registered address.

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9.4 You will be liable for all losses for any Transaction:

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9.4.1 that you have authorised or which has been made using your PIN;

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9.4.2 if you have acted dishonestly or without taking reasonable care, which includes failing to follow any of the safeguards set out in paragraph 6.

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9.5 If the Card is lost or stolen and someone else uses it with a PIN or passcodes, you will only have to pay up to £50 in respect of loss incurred before you tell us of the loss or theft. However, if the Card is misused:

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9.5.1 by someone who has it with your permission; or

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9.5.2 by someone else and you have acted fraudulently; or

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9.5.3 by someone else and you have with intent or gross negligence either failed to use the Card in accordance with these terms and conditions or notified us of any loss, theft or unauthorised use in accordance with 9.1 then you will have to pay for all Transactions carried out by that person. Except where you have acted fraudulently we will bear the risk of loss if the Card details are used by someone without your authority, in a Transaction where the Card itself does not need to be produced.

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9.6 If we know of, suspect or wish to prevent misuse of your Card in any way then we may, without notice to you:

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9.6.1 refuse to approve a Transaction;

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9.6.2 immediately suspend your eAccount and Card;

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9.6.3 inform you in writing of this;

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9.6.4 cancel or suspend your right to use your Card;

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9.6.5 refuse to replace any Card.

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9.7 These terms and conditions will continue under these circumstances and we will not be responsible or incur liability for any loss or damage you may suffer as a result.

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## **10 Our liability**

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10.1 We will not be responsible for any loss that you may suffer if something that we are not reasonably able to control, including but not limited to defects relating to your Card, stops or delays us from doing something we are supposed to do under these terms and conditions.

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10.2 We accept no responsibility or liability for a Merchant refusing to honour a Transaction on your Card or failing to cancel an authorisation.

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10.3 We accept no responsibility or liability for loss suffered from goods or services that you purchase with your Card or eAccount, including their quality, safety and fitness for purpose.

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10.4 We will not be held liable for any loss or damage if you fail to provide us with accurate personal information or if your personal details have changed and you have not informed

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us.

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10.5 If you have acted unlawfully then you will be liable for all your losses. If you act without reasonable care and this causes losses, you may be liable for them.

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10.6 If you are affected by something which is our fault, we will only be responsible for the financial loss you suffer as a direct result up to a maximum of the balance in your eAccount and not for any other loss whatsoever (for example, loss of reputation).

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10.7 From time to time your ability to use your Card may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable (a) to use your Card to pay for purchases or obtain cash from ATMs; (b) to load your eAccount and/or (c) to obtain information about the funds available in your eAccount and/or about your recent Card Transactions. If you have any problems using your Card, check our Website for service updates or contact Kalixa Customer Services (see Appendix B: How to contact us).

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10.8 Where sums are incorrectly deducted from your eAccount by us we shall reimburse you with the equivalent amount.

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10.9 We will not be held liable for any fees charged by third parties, such as other banks, for use of their facilities or services.

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## **11 Disputes with Merchants**

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11.1 If you have a dispute with a Merchant about any purchases made using your Card then you must first attempt to resolve this directly with the Merchant.

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11.2 If your attempts to resolve the dispute with the Merchant fails then, so long as you have informed us of the dispute within 30 days of the date of the disputed Transaction, we may, at our sole discretion, attempt to assist you with any qualifying dispute under the terms of the MasterCard scheme, as amended from time to time.

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11.3 We may send you a dispute declaration form which must be completed in full for us to assist you with your dispute.

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11.4 We reserve the right not to refund sums to you if we believe that you have not acted in accordance with these terms and conditions. You will not receive a refund until our investigation is complete. If the disputed Transaction is refunded to your eAccount it may later be deducted if we receive information that proves that the Transaction was in fact genuine and correct.

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11.5 If our investigations discover that the disputed Transaction was genuine and authorised by you, we may charge you a Transaction Dispute Charge of £12

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## **12 Cancellation, suspension and expiry of your Card and eAccount**

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12.1 This agreement shall begin on the date on which you register for your eAccount and Card and shall continue for a period of 36 months or longer if you renew your Card.

12.2 We reserve the right to apply a monthly Maintenance Charge of £0.99 if no funds have been debited from your eAccount for a period of 6 months (excluding all and any fees and charges that we may apply). We will notify you in writing at least 14 days before the initial Maintenance Charge will be applied (subject to the conditions shown in paragraph 8.4).

12.3 Cards are valid for a period of 36 months from the date of issue. The expiry date of your Card is printed on its front. You will not be able to use your Card once it has expired, although you will still be able to use your eAccount. We reserve the right to decline to issue a replacement Card.

12.4 If your Card or eAccount have been used in the 3 months prior to the expiry date of your Card, we will send a new Card free of charge to your registered address.

12.5 If your Card or eAccount have not been used in the 3 months prior to the expiry date of your Card, we will send you an email asking whether you would like to renew your Card or instead reclaim the outstanding Available Balance (if any). If you do not reply to the email, the Available Balance on your eAccount will remain yours for a period of 6 years from the expiry date. Balances will be subject to a monthly Maintenance Charge where applicable, as outlined in paragraph 12.2. You may email us to request a refund at any time within the 6 year period, subject to the conditions shown in paragraph 18.3 (see Appendix B: How to contact us). Funds remaining in your eAccount for more than 6 years from the expiry date of your Card will not be refunded.

12.6 If at the point of expiry of your Card, your Card and eAccount have been inactive for 3 months, we will not automatically reissue you with a new Card. Should you choose to request a new Card you will be charged the Card Replacement Fee of £4.95.

12.7 If you tell us you do not want your Card renewed we will close your eAccount on the expiry date. If there is an outstanding Available Balance on the Card at expiry, this will be refunded to you via bank transfer or sent to your registered address by cheque within 15 business days of the closure of your eAccount.

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12.8 You may cancel your Card and eAccount before activation and up to 14 calendar days after you receive your Card ('the Cancellation Period'), without reason, by writing to or emailing us (see Appendix B: How to contact us). This will not entitle you to a refund of any Transactions you have made (authorised or pending) or charges made in respect of foreign currency Transactions and, where applicable, to a refund of any fees that we have charged before Cancellation. The purchase price of the Card (Card Fee) will not be refundable.

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12.9 After the Cancellation Period you are responsible for all Transactions and fees charged to your eAccount.

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12.10 Depending on the method by which you choose to have your remaining eAccount balance refunded, a fee may be applicable which will be deducted from the balance of your eAccount. We are unable to provide refunds for amounts less than 10 Euro or the equivalent in other currencies. In these cases you may redeem your remaining balance in return for goods and services using your Card or eAccount. You may cancel your Card at any time by writing to us or emailing us (see Appendix B: How to contact us). You must also destroy your Card (see Appendix A: How to destroy your Card) and send it to us to redeem any available funds held in your eAccount – providing these are in excess of the equivalent of 10 Euros in Sterling and we believe that you have not acted fraudulently. However, we reserve the right to hold available funds for up to 15 business days after receipt of your Cancellation instructions before releasing them to you; this is to ensure that all pending Transactions have been received and settled.

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12.11 We may immediately cancel your Card and/or suspend your eAccount in the following circumstances:

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12.11.1 if you have not complied with these terms and conditions;

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12.11.2 if we have reason to believe that you have used, or intend to use, your Card or eAccount in a grossly negligent manner or for a fraudulent or otherwise unlawful purpose;

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12.11.3 if we have any other security concerns;

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12.11.4 if we need to comply with the law;

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12.11.5 if we can no longer process Transactions due to the actions of third parties.

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12.12 We can suspend your Card and/or eAccount at any time with immediate effect if we discover that any of the information that you provided to us in your application was incorrect or a Transaction has been declined because of a lack of funds in your eAccount. If we discover that the information we hold about you is incorrect, we may have to

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suspend your Card and eAccount until we can establish the correct information, in order to protect us both.

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12.13 We can also cancel your Card and/or suspend your eAccount for any reason if we give you 30 days' written notice. If we cancel your Card and/or suspend your eAccount we will write to you as soon as we can to inform you of any action we have taken. Once your Card has been cancelled we will automatically suspend your eAccount. We will then wait 15 days for any pending Transactions, fees or Interest to be processed and paid before closing your eAccount and refunding any balance to you.

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12.14 If your eAccount has not had any Transactions (excluding all and any fees and charges that we may apply) for a period of at least one year or if it has a zero balance, we reserve the right to close it. We will notify you of our intentions before closing your eAccount.

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12.15 Any funds remaining in your eAccount will be refunded to you as soon as our security checks have been satisfactorily completed. We may ask you to provide us with certain information before we process your refund to comply with any legal or regulatory obligations.

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12.16 Any redemption of available funds will be issued to you either by bank transfer to your nominated account or by cheque to your registered address.

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### **13 Statements**

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13.1 You can check the balance of your eAccount and view and print a statement by visiting our Website. We do not provide paper statements.

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13.2 Your statement will show any funds you have loaded into your eAccount and all amounts (Transactions, withdrawals and fees) charged to it.

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### **14 Electronic Notification Services**

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14.1 Our Electronic Notification Services are optional and can be subscribed to via our Website.

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14.2 We will only send you the Electronic Notifications that you have specifically subscribed to. You may change your subscription preferences on our Website at any time.

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14.3 To receive our Electronic Notification Services, you must provide us with a valid mobile phone number and/or email address.

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14.4 It is your responsibility to ensure that we have your correct and current mobile phone

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number.

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- 14.5 If you do not keep the contact details we hold for you up to date, we will not be held responsible for sending Electronic Notifications to a mobile phone or email account that does not belong to you.
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- 14.6 Electronic Notifications advising you of your eAccount balance will only report funds available to you at the time the SMS or email was sent.
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- 14.7 Electronic Notifications advising you of a Transaction on your eAccount do not in themselves constitute financial Transactions. For an accurate history of Transactions on your eAccount, view your Statement on our Website.
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- 14.8 To the extent that we are dependent on external service providers, we do not warrant the accuracy or timeliness of arrival of an Electronic Notification.
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- 14.9 From time to time, we may add a Service to or remove a Service from our Electronic Notification Services.
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- 14.10 Should you close your eAccount, you will no longer receive our Electronic Notifications.
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- 14.11 Should you fail to observe our terms and conditions we may terminate your subscription to our Electronic Notification Services.
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- 14.12 Our Electronic Notification Services are currently free but we have the right to charge you for them after first providing you with 60 days' notice of our intention.
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- 14.13 You may unsubscribe from our Electronic Notification Services at any time via our Website.

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**15 Changes to these terms & conditions**

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- 15.1 We may change the fees or any of these terms and suspend, cancel, add, modify or delete any feature in connection with your eAccount and Card. We will give you 60 days' written notice before making a change.
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- 15.2 In the event of a change being notified by us, at any time before the change is due to take effect you may cancel your eAccount and Card and immediately terminate the agreement without having to pay any charges for doing so by advising us in writing or by the telephone. If you do not notify us of any objection to the change before the change is due to take effect, you will be deemed to have accepted it.
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## **16 Protecting, using and sharing your personal information**

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- 16.1 We are the data controller of personal data given to us in connection with your eAccount and Card.
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- 16.2 We will process personal data in order to open, administer and run your eAccount and Card and to deal with any enquiries you have about them.
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- 16.3 You agree that we can use your personal data in various ways including:
- 16.3.1 providing it to our affiliates, agents, distributors, and suppliers (including MasterCard and its affiliates);
  - 16.3.2 processing Transactions;
  - 16.3.3 contacting you about replacement Cards;
  - 16.3.4 enabling us to review and improve our products and services;
  - 16.3.5 statistical research and analytical purposes;
  - 16.3.6 assessing financial and insurance risks;
  - 16.3.7 debt recovery;
  - 16.3.8 managing and taking decisions about your eAccount and Card;
  - 16.3.9 preventing and detecting crime;
  - 16.3.10 marketing our products and services (subject to your consent);
  - 16.3.11 understanding our customers' requirements;
  - 16.3.12 developing and testing products and services;
  - 16.3.13 meeting our obligations to MasterCard.
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- 16.4 We may make periodic searches of, and provide information (including how you manage your eAccount and any arrears) to credit reference agencies. Such information may be used by other credit providers to take decisions about you and your financial associates.
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- 16.5 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.
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- 16.6 To comply with anti-money laundering regulations, we require evidence of your identity and may use an identity verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following activation of your eAccount and/or issue of your Card. We may also check all personal information given by you with fraud prevention agencies and other organisations. A record of such enquiries may be left on your file.
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- 16.7 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when checking applications, managing credit or other facilities and recovering debt.
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- 16.8 We may also transfer your personal data outside of the European Economic Area. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.
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- 16.9 We may monitor and/or record telephone calls we have with you to help us maintain and improve the quality of our service, or as required by applicable law.
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- 16.10 We may use the information you provide such as your mobile phone number and email address to provide balance updates.
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- 16.11 We may want to contact you by telephone or mail, about other products and services provided by us or third parties or share your information with third parties so they can contact you directly about their products and services. If you no longer wish to receive information about such products or services from us or third parties then please contact Kalixa Customer Services – see Appendix B: How to contact us.
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- 16.12 If you would like details of the third parties with which we share information about you please contact Kalixa Customer Services – see Appendix B: How to contact us. You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.
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- 16.13 You have the right to inspect the personal data we hold about you, a fee may be payable to cover our costs. For further information please contact Kalixa Customer Services – see Appendix B: How to contact us.
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- 16.14 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 30 days, you consent to that change.

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## **17 Complaints procedure**

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- 17.1 If you are not happy with any element of the service provided by us, contact Kalixa Customer Services (see Appendix B: How to contact us) and we will investigate it.
- 17.2 All complaints will be followed in accordance to our complaints procedure.
- 17.3 We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.
- 17.4 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone 0845 080 1800; email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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## **18 Restricted Card**

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- 18.1 When you apply for your Card we are legally obliged to verify your identity, which we will do automatically during the registration process. If we are able to verify your identity, when you receive your Card it will be fully enabled, allowing you to withdraw cash from ATMs and providing you with access to the full range of load methods. If we are unable to confirm your identity we will send you a 'restricted' Card that will let you shop anywhere MasterCard is accepted but which has a total spending limit of £1,500. If you have been issued with a restricted Card, you will not be able to withdraw cash from an ATM; additional spending limits will also be imposed, along with a restricted range of load methods. See the fees page on our Website for full details.
- 18.2 If you would like to upgrade to an 'unrestricted' Card, we will require you to provide documentation to confirm your identity. To upgrade, please log in to your eAccount and follow the instructions provided.
- 18.3 If you have been issued a 'restricted' Card and have not upgraded, we are required to establish your identity before refunding money from your eAccount.

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## **19 General**

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- 19.1 If any provision of these terms and conditions is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
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- 19.2 These terms and conditions may not be transferred by you to anyone else.
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- 19.3 You take full responsibility for the Card issued to your eAccount until it is cancelled or has expired and all sums due under these terms and conditions have been paid by you in full.
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- 19.4 We may assign our rights and benefits in these terms and conditions without prior written notice to you.
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- 19.5 We may subcontract any of our obligations under these terms and conditions.
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- 19.6 These terms and conditions are written and available only in English and all communications with you in respect of your Card or eAccount shall be in English.
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- 19.7 These terms and conditions are governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.
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- 19.8 In the unlikely event that we become insolvent, the money in your eAccount may lose its value and/or become unusable and/or you could lose your money. The Financial Services Compensation Scheme does not apply to your eAccount or Card.
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#### **Appendix A: How to destroy your Card**

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To effectively and securely destroy your Card, use a pair of scissors to first cut from the bottom left hand corner diagonally up, through the centre of the chip and continue in a straight line through the magnetic strip to the top of the Card. Then make a second cut in the larger of the resulting two pieces, starting at the bottom of the Card and continuing up to the top of the Card through the centre of the signature panel and through the magnetic strip. Destroying your Card in this way makes it much harder for fraudsters to gain any useful information from it.

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#### **Appendix B: How to contact us**

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To report a lost or stolen Card from the UK, call 0800 783 7087. Calls to this number are free from a landline but you may be charged if you use a mobile phone.

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To report a lost or stolen Card from abroad, call +44 20 7508 4038. Call charges will vary.

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For Kalixa Customer Services and balance enquiries, call 0207 636 7319. Calls to this number are free from a landline but you may be charged if you use a mobile phone.

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Kalixa Customer Services can be emailed via the web-form on the Contact Us page of our Website, or written to at: Vincento Payment Solutions Ltd., PO Box 6272, London W1A 4TP, United Kingdom.

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