

MASTERCARD CARD TERMS AND CONDITIONS

BACKGROUND

This Agreement: This Agreement is with PayrNet Limited, a company incorporated in England and Wales (company number: 09883437) with its registered office at "1 Snowden Street, London, England, EC2A 2DQ" (hereinafter referred to in this Agreement as "Payrnet", "we" "us"). We are an Electronic Money Institution ("EMI") and are authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 ("EMR 2011") (register reference 900594) for the issuing of electronic money.

Our relationship with ACG Technologies Ltd: As an EMI, we have appointed ACG Technologies Ltd. as a distributor of certain of our services. A distributor means a person who distributes or redeems electronic money on behalf of an electronic money institution but who does not provide payment services on behalf of the electronic money institution (as distributor is defined in the EMR 2011

Consumer cardholder terms

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions (the "**Terms**") which govern the use of the personal, non-transferable card scheme branded debit card (the "**Card**") which you have been issued with or will be issued with.
- 1.2. **Why you should read them.** Please read these Terms carefully before you use your Card. These Terms tell you who we are, who we work with, how you can use your Card and the steps you need to take to protect yourself from unauthorised use of the Card and how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. **Who we are.** The Card is issued by Payrnet Limited whose company number is 09883437 and whose registered office is PayrNet, WeWork, 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW, UK. Payrnet Limited can be contacted by email – support@payr.net.. Payrnet Limited's web address is <https://www.railsbank.com/payrnet>.
- 2.2. We are authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (registration number 900594) for the issuing of electronic money ("**e-money**").
- 2.3. **Who we work with when providing you with services relating to the Card.** Although we are the sole issuer of the Card, we work with ACG Technologies Ltd (T/A akorn), whose registered office is 24 Great Chapel Street, London, W1F 8FS (the "**Distributor**"). You can find out more information on the Distributor on the Distributor's website (being www.akorn.app) (the "**Distributor's Website**").
- 2.4. The Distributor will be your first point of contact in relation to these Terms, for example if you:

- 2.4.1. wish to cancel the Card or complain about the service you have been provided with pursuant to these Terms;
 - 2.4.2. let us know that the Card has been or potentially has been lost, stolen or misappropriated; and
 - 2.4.3. report an unauthorised Transactions relating to your Card.
- 2.5. The services provided by the Distributor are governed by a separate set of terms and conditions which are set out in the following weblink [www.akorn.app/termsandconditions].
- 2.6. Payrnet Limited (“**Payrnet**”) also provide you with the e-money account (the “**Account**”) where the funds, which can be spent using the Card, are held. The services provided by Payrnet are governed by a separate set of terms and conditions between you and Payrnet which are set out at [www.akorn.app/termsandconditions]. Please note that the funds in the Account will not earn any interest.
- 2.7. **How to contact us.** You can contact us, via the Distributor, by:
- 2.7.1. telephoning the Distributor at +44 2045 203410; or
 - 2.7.2. using any of the communication methods available:
 - (a) on the secure area of the Distributor’s Website;
 - (b) on the Distributor’s mobile application (hereinafter referred to as the “**Distributor’s App**”).
- 2.8. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the telephone number, email address or postal address you provided to us or the Distributor. Any changes to your telephone number, email address or postal address or other personal data we hold about you must be notified by you immediately and in writing in accordance with section 2.7.

3. Commencement and expiry of these Terms

- 3.1. You shall be deemed to accept these Terms by using the Card. The Card shall remain our property and will be delivered by us, or on our behalf, by the Distributor.
- 3.2. The Terms, excluding Section 7.3, will terminate on the expiry date printed on the Card (“**Expiry Date**”) unless the Card is auto-renewed, in which case you will be issued with a new Card before the existing one expires. In this instance these Terms will remain valid until the existing Card expires or is otherwise as set out in these Terms.

4. Issuance and activation of the Card

- 4.1. You may be issued with:
 - 4.1.1. a “physical” Card, which will have the details of the PAN, the Expiry Date of the Card and the CVC code printed on it (the “**Physical Card**”); or
 - 4.1.2. a “virtual” Card, in which case you will not receive a Physical Card but will receive details of the PAN, the Expiry Date and the CVC code (the “**Virtual Card**”).
- 4.2. In order to start using the Card, you may be required to activate it in accordance with instructions given to you by the Distributor. You must keep your Physical Card and the details of the Virtual Card (as applicable) in a safe place and protect it against unauthorised access or use by third parties.

- 4.3. If you are issued with a Physical Card:
 - 4.3.1. you must sign the Physical Card as soon as you receive it;
 - 4.3.2. you may also receive a secret personal identification number (“PIN”) separately by post or you may be able to retrieve it electronically via the Distributor’s Website or the Distributor’s App.
- 4.4. You should memorise your PIN when you receive it. If you need to keep the written version of the PIN or separately write the PIN down for future reference, you must never keep it with the Card. You must never disclose your PIN to any other person, not even us. If you have not protected your PIN and your Card is used without your knowledge using the correct PIN, this may be classed as negligence for the purposes of Section 8.
- 4.5. You can manage the Card on your secure area of the Distributor’s Website and on the Distributor’s App.
- 4.6. The Card shall remain valid until the Expiry Date. If you require a replacement Card, please contact the Distributor using the contact details set out in section 2.7. Please note that an additional fee may be charged for a replacement Card - please see the fees section for more information.
- 4.7. The Card is an e-money product and as such it is not covered by the Financial Services Compensation Scheme. You may only use the Card for lawful Transactions.

5. Transactions

- 5.1. Should the relevant card scheme and/or programme allow, you may use your Card to enter into the following transactions (hereinafter referred to as “Transactions”):
 - 5.1.1. purchasing goods and/or services from merchants affiliated with the card scheme on your Card;
 - 5.1.2. withdrawing cash from authorised banks worldwide;
 - 5.1.3. receiving cash back from merchants (merchant dependent);
 - 5.1.4. making cash withdrawals from automatic teller machines (“ATMs”).
- 5.2. You can authorise a Transaction by:
 - 5.2.1. allowing a merchant to swipe the magnetic strip of the Card and the corresponding sales slip being signed; or
 - 5.2.2. inserting the Card into a chip & PIN device and the correct PIN being entered;
 - 5.2.3. providing relevant information to the merchant that allows the merchant to process the Transaction, for example, providing the merchant with the PAN, the Expiry Date and the CVC in the case of an internet or other non-face-to-face Transaction;
 - 5.2.4. relevant information being provided to the payment initiation service provider that allows the payment initiation service provider to process the Transaction;
 - 5.2.5. the Card is tapped against a “contactless” enabled reader and accepted by such reader.
- 5.3. If any of the methods of authorisation set out in section 5.2 are used, we shall be entitled to assume that you have authorised a Transaction unless we were informed that the relevant details of the Card have been lost, stolen or misappropriated prior the Transaction taking place.
- 5.4. You acknowledge the correctness of the amount of each Transaction which you authorise.

- 5.5. Once you have authorised a Transaction, the Transaction cannot be stopped or revoked. You may in certain circumstances be entitled to a refund in accordance with these Terms.
- 5.6. On receipt of notification of your authorisation of a Transaction and the Transaction payment order from the merchant and/or authorised bank, normally we will deduct the value of the Transaction, plus any applicable fees and charges, from the available funds in the Account. We will execute the Transaction by crediting the account of the merchant's or ATM operator's or bank's (as applicable) payment service provider by the end of the next business day following the notification. If the notification is received on a non-business day or after 4:30 pm on a business day, it will be deemed received on the next business day.
- 5.7. We are not liable if, for any reason, the affiliated merchants or authorised banks do not accept the Card, or accept it only partly, nor are we liable in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right in this connection, you should contact the affiliated merchant and/or authorised bank and/or ATM operator.
- 5.8. It is your responsibility to ensure that there are available funds in your Account to cover any spend, allowing for any foreign exchange fees and other applicable fees under these Terms. Should the Account at any time and for any reason have a negative balance, you shall repay the excess amount immediately and in full.
- 5.9. For Card usage conducted in other currencies (other than the currency of the Card), you shall accept the exchange rate used by Mastercard & the Distributor, which can be found on the Distributor's website. Any changes in exchange rates may be applied immediately and without notice. The exchange rate, where applicable to a Transaction, will be shown in the e-statement. Please be careful when opting to use a merchant's, bank's or ATM operators exchange rates as they are often less competitive than the card scheme's exchange rate.
- 5.10. The maximum amount you may withdraw in cash shall be subject to a daily limit, irrespective of the available funds in the Account. We may charge a fee for withdrawal of cash. Some ATMs may charge an additional fee, which is not included in the Table, however, will apply on top of the fees set out in the Table.
- 5.11. We and the Distributor have the right to review and change the spending limits on the Card at any time. You will be notified of any such changes via the Distributor's Website and/or the Distributor's App.

6. Non-execution of a Transaction

- 6.1. In certain circumstances we may refuse to execute a Transaction that you have authorised. These circumstances include:
 - 6.1.1. if we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner;
 - 6.1.2. if there are insufficient funds available to cover the Transaction and all associated fees at the time that we receive notification of the Transaction or if there is an outstanding shortfall on the balance of the Account;
 - 6.1.3. if we have reasonable grounds to believe you are acting in breach of these Terms;
 - 6.1.4. if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing Transactions, or
 - 6.1.5. if we are required to do so by law.

- 6.2. Unless it would be unlawful for us to do so, where we refuse to complete a Transaction, we will notify you as soon as reasonably practicable that it has been refused and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal. Where the refusal is reasonably justified, we may charge you fee when we notify you that your payment request has been refused.
- 6.3. You may also claim a refund for a Transaction that you authorised provided that your authorisation did not specify the exact amount when you consented to the Transaction, and 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, these Terms and the relevant circumstances.
- 6.4. Such a refund must be requested from us within 8 weeks of the amount being deducted from the Card. We may require you to provide us with evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 business days of receiving your refund request or, where applicable, within 10 business days of receiving any further evidence requested by us. Any refund shall be equal to the amount of the Transaction. Any such refund will not be subject to any fee.

7. Access to information on Transactions and available funds in the Account

- 7.1. The Distributor has set up a secure area on the Distributor's Website and on the Distributor's App where you can view the available balance in your Account and view the details of any Transactions you have entered into. You can gain access to this by following the instructions on the Distributor's Website or the Distributor's App. You must keep the credentials to obtain access to the secure areas safe and not disclose them to anyone.
- 7.2. We can, upon request, send you monthly information ("e-statement") by email setting out:
 - 7.2.1.a reference enabling you to identify each Transaction;
 - 7.2.2.the amount of each Transaction;
 - 7.2.3.the currency in which the Card is debited;
 - 7.2.4.the amount of any Transaction charges including their break down, where applicable;
 - 7.2.5.the exchange rate used in the Transaction by us and the amount of the Transaction after the currency conversion, where applicable; and
 - 7.2.6.the Transaction debit value date.

If you would like us to provide you with the e-statement more often than monthly or not by email (or if agreed differently under this section 7, more often than agreed or in a different manner than agreed) then we may charge you a reasonable administration fee to cover our costs of providing the information more often or in a different manner.

- 7.3. If for any reason you have some available funds left in your Account following the termination of these Terms, you may redeem them in full up to 6 years following the termination.

8. Loss of the Card / Transaction refunds

- 8.1. As soon as you become aware of any loss, theft, misappropriation or unauthorised use of the Card, PIN or other security details, you must immediately notify us using the contact details set out in section 2.7.

- 8.2. In the event of theft, you should consider reporting the theft to the police.
- 8.3. If we believe you did not authorise a particular Transaction or that a Transaction was incorrectly carried out, in order to get a refund you must contact us as soon as you notice the problem using the contact details set out in section 2.7, and in any case no later than 13 months after the amount of the Transaction has been deducted from your Account.
- 8.4. We will refund any unauthorised Transaction and any associated Transaction fees and charges payable under these Terms subject to the rest of this section 8.
- 8.5. This refund shall be made as soon as practicable 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, unless we have reasonable grounds to suspect fraudulent behaviour and notify the appropriate authorities. If we become aware of the unauthorised Transaction on a non-business day or after 4:30 pm on a business day, we will be deemed to have only become aware of the unauthorised Transaction at the beginning of the next business day.
- 8.6. If we are liable for an incorrectly executed Transaction, we will immediately refund you the amount of the incorrectly executed Transaction together with and any associated Transaction fees and charges payable under these Terms. Depending on the circumstances, we may require you to complete a dispute declaration form relating to the incorrectly executed Transaction. We may conduct an investigation either before or after any refund has been determined or made. We will let you know as soon as possible the outcome of any such investigation.
- 8.7. If a Transaction initiated by a merchant (for example, this happens when you use the Card in a shop) has been incorrectly executed and we receive proof from the merchant'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 these Terms.
- 8.8. We are not liable for any incorrectly executed Transactions if we can show that the payment was actually received by the merchant's payment service provider, in which case they will be liable.
- 8.9. If you receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) via us, we will credit the Account with the relevant amount of any associated fees and charges so that you will not be at a loss.
- 8.10. We will limit your liability to £35 for any losses incurred in respect of unauthorised Transactions subject to the following:
 - 8.10.1. you will be liable for all losses incurred in respect of an unauthorised Transaction if you have acted fraudulently, or have intentionally or with gross negligence failed to: (a) look after and use the Card in accordance with these Terms; or (b) notify us of the problem in accordance with this section 8;
 - 8.10.2. except where you have acted fraudulently, you will not be liable for any losses:
 - (a) incurred in respect of an unauthorised Transaction which arises after your notification to us of the loss, theft or misappropriation of the Card;

- (b) arising where you have used the Card in a distance contract, for example, for an online purchase;
- (c) arising where the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised Transaction took place;
- (d) where we have failed to provide you with the appropriate means of notification;
- (e) arising where we are required by law (anticipated to apply from 14 September 2019) to apply Strong Customer Authentication (as defined in section 8.11) but fail to do so;
- (f) the losses were caused by an act or omission of any employee, agent or branch of ours or any entity which carries out activities on our behalf.

8.11. “Strong Customer Authentication” means authentication based on the use of two or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element, and designed in such a way as to protect the confidentiality of the authentication data, with the elements falling into two or more of the following categories: (a) something known only by you (“knowledge”), (b) something held only by you (“possession”); (c) something inherent to you (“inherence”). Strong Customer Authentication it is used to make Transactions more secure.

8.12. We are required to provide Strong Customer Authentication when:

- 8.12.1. you view the available balance on your Account either through the Distributor’s Website or the Distributor’s App and/or through an account information service provider (“AISP”);
- 8.12.2. when you initiate an electronic Transaction, directly [or when you initiate a remote electronic Transaction through a payment initiation service provider (“PISP”)]; or
- 8.12.3. when you carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

8.13. 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.

9. Blocking of the Card

We may block the Card, in which case you will not be able to execute any further Transactions, if we have reasonable concerns about the security of the Card or suspect the Card is being used in a fraudulent or unauthorised manner. We will notify you of any such blocking 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 unblock the Card and, where appropriate, issue a new Card, PIN and other security features free of charge as soon as practicable once the reasons for the suspension cease to exist.

10. Data Protection

10.1. You agree that we can use your personal data in accordance with these Terms and our privacy policy, which is set out on <https://www.railsbank.com/privacypolicy>. This privacy policy includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you do not want to receive any marketing materials from us. For the avoidance of doubt, we will share your personal data with the Distributor.

10.2. To comply with applicable know-your-client-rules and anti-money laundering regulations (such as the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002, we and/or the Distributor and/or each of our banking providers and any other business partner (the “Partner”) shall be entitled to carry out all necessary verifications of your identity. The above mentioned Partner and the Distributor may use a recognised agency for this verification purposes (details of the agency used will be provided to you on request). Such verifications will not affect your credit score but may leave a ‘soft footprint’ on your credit history.

11. Fees and spending limits

11.1. You are liable for paying all fees arising from your use of the Card and subject to all spending limits placed on the Card by us.

11.2. The fees and spending limits on the Card are set out:

11.2.1. on the Distributor’s Website; and/or

11.2.2. on the Distributor’s App.

12. Complaints

12.1. If you would like to make a complaint relating to these Terms, please contact us using the contact details in section 2.7 so we can resolve the issue. We will promptly send you a complaint acknowledgement and a copy of our complaints procedure.

12.2. Please note that you may request a copy of our complaints procedure at any time. Details of our complaints procedure can also be found on our website. You agree to cooperate with us and provide the necessary information for us to investigate and resolve the complaint as quickly as possible.

12.3. We will endeavour to handle your complaint fairly and quickly, however, if you are not satisfied with the outcome, you may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR; telephone: 0800 023 4567 or 0300 123 9 123; website: <http://www.financial-ombudsman.org.uk>; and e-mail: complaint.info@financial-ombudsman.org.uk.

12.4. We are a “trader” and “online trader” for the purposes of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (“ADR Law”). The Financial Ombudsman Service is the only “ADR entity” we are legally obliged and committed to use in order to resolve disputes with consumers for the purposes of the ADR Law. We do not agree to resolve disputes with consumers using any other ADR entity or similar entity.

12.5. The European Commission’s online dispute resolution (“ODR”) platform can be found at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show>. The ODR platform can be used to resolve disputes between us and consumers.

13. Third Party Payment Service Providers

13.1. This section 13 applies when you use the services of an AISP or a PISP.

- 13.2. We may deny an AISP or PISP access to the Account for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to the Account by that AISP or PISP, including the unauthorised or fraudulent initiation of a Transaction. 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 [or PISP] access to the Account once the reasons for denying access no longer apply.

14. Cooling off period

- 14.1. If you purchased the Card online or by some other remote means, for example via telephone, you are entitled to a 14-day “cooling off” period from the date you received your original Card during which you may cancel the Card. Should you wish to cancel the Card and these Terms during the “cooling off” period, please return the Card to us at ACG Technologies Ltd, 24 Great Chapel Street, London, W1F 8FS unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made to you. If you have used the Card, you will not be entitled to a refund of any funds that have been spent, including any associated fees, but we will refund any unspent available funds free of charge.

15. Other important terms

- 15.1. The Terms and all communications will be in English. You may request a copy of these Terms free of charge at any time during the contractual relationship. If we need to contact you in the event of suspected or actual fraud or security threats, we will first send you an SMS or email prompting you to contact our customer services team using the contact information we have been supplied with.
- 15.2. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.3. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 15.4. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.5. **Changes to these Terms / Termination.** We reserve the right to amend these Terms for any reason by giving you two-months’ notice by e-mail. You will be deemed to have accepted the changes if you raise no objection prior to the expiry of the period set out in the notice. If you do not wish to accept the changes, you may terminate these Terms immediately and without charge by proving us with notice at any time prior to the expiry of the notice period. At all other times you may terminate these Terms at any time by giving us one months’ notice in accordance with section 2.7 and we may terminate these Terms by giving you two months’ notice in accordance with section 2.8.
- 15.6. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the sections and sub-sections of these Terms operate separately. If any court or relevant

authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.7. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not pay us on time and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.8. **Which laws apply to this contract and where you may bring legal proceedings.** These Terms are governed by English law and you can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.