

EML PREPAID GIFT CARD

FOR A LARGER PRINT VERSION OF THIS DOCUMENT PLEASE CALL THE NUMBER ON THE REVERSE OF YOUR CARD OR GO TO THE WEBSITE SHOWN ON THE REVERSE OF YOUR CARD.

IMPORTANT INFORMATION: Please read this Agreement carefully before using your Card. Your purchase and use of this Card constitutes your agreement to these terms and conditions.

1. Definitions & Interpretation

Account	The electronic money account associated with your Card.
Agreement	These terms and conditions relating to the use of your Card(s) as amended from time to time.
Available Balance	The value of unspent funds loaded onto your Account and available to use.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.
Card	The prepaid card issued to you to be used in accordance with this agreement.
Cardholder	The Purchaser of the Gift Card and all subsequent holders of the Gift Card.
Customer Services	The contact centre for dealing with queries about your Card and Account. You can contact Customer Services by: calling the phone number on the back of your Card (your network provider may charge a fee for calling this number); e-mailing: CarteCadeau@lavalleeivillage.com ; or writing to Client Support, EML Payments Europe Ltd, Latham House, 6 th Floor, 33/34 Paradise Street, Birmingham, B1 2AJ, United Kingdom.
Fee	Any fee payable by you as referenced in the Fees & Limits Schedule.
Fees & Limits Schedule	The schedule contained in this Agreement.
Merchant	A retailer or any other person that accepts e-money.
Program Manager	EML Payments Europe Ltd, Latham House, 6 th Floor, 33/34 Paradise Street, Birmingham, B1 2AJ, United Kingdom.
Scheme	Mastercard
Transaction	Using your Card to make a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card.
Website	The website shown on the reverse of your Card.
we, us or our	Transact Payments Limited a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA and company registration number 108217 and authorised by the Gibraltar Financial Services Commission as an electronic money institution or the Program Manager as applicable.
you or your	You, the person who has entered into this Agreement with us and any subsequent Cardholder (i.e. recipients of the Gift Card).

2. Your Agreement, Card and Account

- Your Card is issued by us pursuant to a license from the Scheme and your rights and obligations relating to the use of the Card are subject to this Agreement.
- Your Card is an e-money product; it is not a credit, charge or debit card or connected in any way to your bank account.
- Certain limits apply to the Card. A maximum value of 1,000 € may be loaded onto the Card at the time of purchase and the minimum load value is 5 €. Single loads of 250 € or more will only be permitted via payment by a valid debit or credit card..
- Additional amounts may not be loaded onto the Card at any time and interest will not be payable in respect of Card balances.
- You may use the Card, in accordance with any instructions issued by us from time to time, until your Available Balance reaches zero, at which point this Agreement will automatically terminate and your right to use the Card will cease.
- We may ask you to provide certain personal details and provide documentary evidence of these and/or carry out electronic checks (i.e. checking your personal details against international sanctions lists) on you..
- You will have only one Account where your Available Balance is located.

3. Using Your Card

- Your use of the Card is subject to the applicable Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance. For the avoidance of doubt, you are not able to use your Card at ATMs or to withdraw cash.
- You can use the Card at any Merchant within the Shopping Centre named on the back of the Card who accepts the applicable Scheme to make purchases in-store unless we inform you otherwise.
- We accept no liability if a Merchant refuses to accept payment using the Card. You must not use the Card must for:
 - pre-authorised regular payments; or
 - transactions at self-service petrol pumps
 - any illegal purposes

4. Authorising Transactions

- You will need to authorise each Transaction so that we can check it is genuine by, where applicable, signing a sales voucher or providing the Card details and/or providing any other details requested
- The time of receipt of a Transaction order is when we receive it. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- Once a Transaction has been authorised by you, it cannot be revoked. Within the EEA, we shall ensure the cash transfer to the Merchant's payment service provider within 1 Business Day following the day on which the Transaction order is received or within 4 Business Days if the Transaction is in a currency other than Sterling or Euro.
- Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card or Account and we will endeavor to resolve any problem.

5. Managing & Protecting Your Account and Card

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- You must not give your Card to any other person or allow any other person to use it. You are responsible for your Card, Account and any related security details and must take all reasonable measures to keep them safe and entirely confidential.
- If you believe that someone else knows your Account, or Card security details, you must contact Customer Services immediately.

6. Cancellation

- You may terminate your Card at any time by contacting Customer Services and exercising your redemption rights under condition 7.2. You will not be charged for cancelling your card but a redemption Fee may apply if you choose to redeem your Available Balance.
- Once we have received all necessary information from you (including relevant due diligence information) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:
 - you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
 - we are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- Once your Card and Account have been cancelled, it will be your responsibility to destroy your Card.

7. Expiry & Redemption

- Your Card's expiry date shall be available by contacting Customer Services and you must not use your Card after this date.
- Notwithstanding any expiry date, you can terminate this agreement at any time and the funds on your Card shall be available for redemption by contacting Customer Services at any time. When we process your redemption request, we may require you to provide us with information and/or documents in order to verify your personal details in accordance with legal requirements. We will charge a redemption Fee if you request redemption of all your Available Balance before the valid thru date or more than 12 months after the valid thru date.
- We shall have the absolute right to set-off, transfer, or apply sums held in the Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

8. Termination or Suspension of your Card and Account

- We may suspend and/or terminate this agreement at any time if:
 - we discover any of the information that you provided to us when you applied for the Card was incorrect or false; or
 - you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner

or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of third parties.

- 8.2. In the event that we do suspend or terminate your Card then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

9. Loss or Theft of your Card

- 9.1. You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card. In the same way as if you lost your wallet unless you contact us as specified in this clause.
- 9.2. You must contact us without delay by calling Customer Services if you know or suspect that a Card is lost or stolen or that any Card related security details are known to an unauthorised person or you think a transaction has been incorrectly executed.
- 9.3. You shall be liable for any losses due to unauthorised transactions made before you inform us about the theft or loss of your Card. If our investigations reveal that you authorised a disputed transaction or that you acted fraudulently or negligently (for example, by not keeping your Card), you may be liable for any loss we suffer due to use of the Card.
- 9.4. Once a loss or theft is reported, use of the Card shall be blocked to avoid further losses.
- 9.5. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 9.6. We will refund the amount of any unauthorised or incorrectly executed Transaction immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.

10. Payment Disputes

- 10.1. If you dispute a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 10.2. If you have reason to believe that a Transaction for which your Card was used was unauthorised or allocated to your Account in error, you may ask us to investigate the Transaction. If we investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

11. Exchange Rates

- 11.1. If you use a card for a transaction in a currency other than Euros, the transaction will be converted to Euros at a rate set by the Scheme: please contact Customer Services or visit the below url for details of the exchange rate.
<https://www.mastercard.com/global/currencyconversion/index.html>

12. Our Liability

- 12.1. We shall not be liable for any loss arising:
- from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services and failure of data processing systems;
 - from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - for goods or services that are purchased with the Card; and
 - for any damages due to loss, fraud or theft that you have reported to us after 13 months of the event.
- 12.2. We will not be liable to you if your contact details have changed and you have not told us.
- 12.3. Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 12.4. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 12.5. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 12.6. The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

13. Complaints

- 13.1. Should you wish to complain about any aspect of our service please contact our Customer Service team detailing the nature of your complaint. They will be pleased to help and explain the complaints procedure in more detail.

- 13.2. If having received a response from our Customer Services team you are unhappy with the outcome you can escalate your complaint to our Card issuers Transact Payment Limited at complaints@transactpaymentslimited.com.

- 13.3. In the unlikely event that we are unable to resolve your issue you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

14. Personal Data

- 14.1. We are the Data Controllers of your personal data and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. We will manage and protect your personal data in accordance with all applicable data protection laws.
- 14.2. We may transfer your data outside the EEA, including United States, to our commercial partners where necessary to provide our services to you, such as customer service, account administration, financial reconciliation, or where necessary to comply with your instructions. When your data is transferred outside the EEA, we shall take steps to ensure that it is afforded substantially similar protection (contractually or otherwise) as data processed within the EEA. Please be aware that not all countries have laws to protect data in a manner equivalent to that of the EEA. Your use of the Card will indicate your agreement to the transfer of your data outside the EEA.
- 14.3. Unless you have permitted otherwise, your personal data will not be used for marketing purposes by us or our commercial partners, nor will it be shared with third parties unconnected with the Card Scheme.
- 14.4. You have the right to request details of the personal information held about you by writing to Customer Services. Please also see our Privacy Policy on the Website for further details.

15. Changes to the Terms and Conditions

- 15.1. We may update, amend or terminate this Agreement (including our Fees & Limits Schedule). Notice of any changes will be given on the Website at least 2 months in advance.
- 15.2. It is your responsibility to check the Website regularly for changes to these terms & conditions.
- 15.3. If you do not agree with the changes to the Agreement, you may at any time within the notice period terminate your Agreement in accordance with our cancellation policy (see clause 7) and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection before the proposed date of the change.
- 15.4. If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical. We will update our Agreement to reflect the new regulatory requirements when they are next reprinted.

16. Miscellaneous

- 16.1. This Agreement is governed by Gibraltar law and you agree to the exclusive jurisdiction of the courts of Gibraltar.
- 16.2. Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 16.3. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. We will, however, safeguard funds so that they are protected in accordance with applicable law if we become insolvent.
- 16.4. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 16.5. You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

Fees and Limits Schedule

Fee Type	Fee
Redemption Fee	9.95 €
Monthly account fee, (will commence 12 months after Card purchase date)	2.50 €