

Mastercard Virtual Card Terms and Conditions

1. About these Terms and Conditions

- 1.1. These Terms and Conditions apply to the use of this virtual card. This virtual card is issued to you by Optimus Cards UK Limited.
- 1.2. These Terms and Conditions govern our relationship with you, they explain your and our obligations to each other and they also govern the use of the card. Your use of the virtual card indicates your agreement to these Terms and Conditions.
- 1.3. If you have any questions about these Terms, please contact virtual card Services Support.
- 1.4. The funds used to make purchases using this virtual card are drawn from your Kinesis Account. The Kinesis Account is not provided by us. It is governed by separate terms and conditions of use with Kinesis, please refer to them regarding the operation and use of your Kinesis Account
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- 1.5. A copy of these Terms and Conditions will be available at {web URL}. The most up-to-date copies of these Terms and Conditions are available online at the Website. You can request a copy of these Terms and Conditions at any time.

2. Definitions

2.1. In these Terms and Conditions, the following expressions shall have the following meanings:

“3DS” means a 3D Secure authentication that requires you, the Cardholder, to enter an additional password when you make an online purchase to safeguard against fraud.

“APP” means the Kinesis mobile application software.

“ATM” means an automated teller machine or cash dispenser bearing the Mastercard logo.

“Available Balance” means the value of funds available to spend using the card.

“Business Day” means 9am to 5pm any day (other than a Saturday, Sunday or a public or bank holiday) on which banks in England are open for business.

“Virtual card” means the digital Mastercard virtual card issued to you in accordance with these Terms and Conditions.

“Cardholder” means you, the authorised user issued with a virtual card who enters into these Terms and Conditions.

“Card Number” means the 16-digit number on the front of the virtual card. (change front/back applicable to each customer)

“Card Services Support” means the chat function through the App or telephone 0203 318 3774 helpline which deals with queries and requests from Cardholders in relation to the activation and the use of the virtual card. The contact details for virtual card Services Support are detailed on the reverse of the virtual card.

“Kinesis Account” means the Kinesis Account you hold with Kinesis which is subject to its own terms and conditions of use and is separate to these Terms & Conditions.

“Fees and Limits Schedule” means the fees and charges that will apply under these Terms and Conditions.

“Mastercard” means Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577-2509, USA.

“Merchant” means any retailer or supplier of goods and/or services that accepts payment using the virtual card.

“Optimus” means Optimus Cards UK Limited (company number 09044866), registered office at De Montfort House, High Street, Coleshill, B46 3BP, authorised in the UK by the Financial Conduct Authority as an e-money institution (FRN: 902034) and member of Mastercard.

“PIN” means the personal identification number i.e. the security number provided for use with the virtual card. “Recurring Transaction” means continuous debit transactions authorised by you that are debited from your Kinesis Account through the virtual card at agreed intervals.

“Security Credentials” means any tool, information or setting that you can use to access information relating to the virtual card and/or to make Transactions using the virtual card, which may include username, password or passcode, security question and answer, biometric details such as fingerprint, virtual card number, PIN, as we may advise you from time to time.

“Terms and Conditions” means these Mastercard virtual card Terms and Conditions and any document referred to in it.

“Transaction” means any cash withdrawal or payment for goods or services made using the virtual card. “we”, “us” or “our” means Optimus or Kinesis or any other person we permit to act on our behalf. “Website” means <https://kinesis.money> “you” or “your” means the Cardholder.

3. The virtual card and Eligibility

- 3.1. This virtual card issued by Optimus to you. It is not a credit card or charge virtual card. The virtual card shall remain the property of Optimus at all times. We reserve the right to reject applications for virtual cards at our sole discretion.
- 3.2. You may eligible for a virtual card if you hold a Kinesis Account.
- 3.3. When you apply for the virtual card we will require information from you to check who you are and where you live. We may require documentary evidence from you to prove this and/or we may carry out checks on you electronically. We will also carry out checks on your identity an on-going basis through the duration of these Terms and Conditions. You agree to provide any such information and documents as we may reasonably request.
- 3.4. By using the virtual card, you are demonstrating your agreement to these Terms and Conditions and you also confirm the following:
 - the information you have provided is correct and up to date and you are the person whose details you have provided. You will notify us promptly if any of your contact details change;
 - you are 18 years of age or over and capable of taking responsibility for your own actions;
 - you are not acting on behalf of anyone else;
 - you will only use the virtual card for the purposes as stated in these Terms and Conditions.
- 3.5. The virtual card is issued to you for use by you only and cannot be used by any person other than you. If we become aware or reasonably suspect that the virtual card is being used by any person other than you, we may deactivate the virtual card and terminate these Terms and Conditions.
- 3.6. You will be liable for all Transactions that have been authorised by you in accordance with these Terms and Conditions.

4. Receipt of the virtual card and virtual card Activation

4.1.

When the virtual card is successfully ordered, it will be sent direct to your electronic device if it is a digital card.

On receipt of the virtual card, you must activate it before it can be used. You can do so in one of the following ways:

- online, by logging into your Kinesis Account within the mobile app and following the activation instructions;

- You must activate the virtual card within 1 month of you receiving it.

5. Additional virtual cards

5.1. If permitted (it will be stated on our Website) we may allow additional virtual cards to be issued to you, for use by an individual authorised by you. We reserve the right to not offer additional virtual cards and any time and at our discretion.

6. Using the virtual card

- 6.1. You may use the virtual card to carry out the following (where applicable):
 - making payments for goods and services at Merchants who accept Mastercard (in-store, online or by phone or setting up a regular transaction).
- 6.2. The virtual card will be a multi-currency card (GBP, EUR, and USD).
- 6.3. Charges may be payable when you use the virtual card. See the Fees and Limits Schedule [Kinesis - User Fee Information Document - GBP -.docx](#), [Kinesis - \(Virtual-only\) User Fee Information Document - EUR -.docx](#) for details.
- 6.4. Transactions made using the virtual card will be funded from your Kinesis Account. You can check your Available Balance at any time when you log in to your Kinesis Account. You must ensure that your Available Balance is sufficient to cover the amount of any Transaction including fees incurred when using the virtual card
- 6.5. The virtual card can only be used if the Available Balance is sufficient to make a Transaction and cover any applicable fee.
- 6.6. Spend and withdrawal limits apply to the virtual card, for example, the maximum value of individual Transactions or an aggregate number or value of such Transactions in a particular time period. see the Fees and Limits Schedule for details. Such limits may be changed by us from time to time. To manage our risk, particularly with respect to money laundering, fraud or security concerns, we may also apply internal controls, including limits, to certain types of Transactions from time to time but for security purposes, will not disclose them. We may refuse to execute any Transaction if it would breach any such limits.
- 6.7. You will be responsible for all Transactions made using the virtual card.
- 6.8. We are not responsible or liable for any Merchant that does not accept payment using the virtual card. It is your responsibility to check the policy with each Merchant.

- 6.9. We do not accept responsibility for any goods or services purchased using the virtual card. If you have any questions or concerns regarding your purchase, you should contact the Merchant direct.
- 6.10. We may apply certain restrictions to the virtual card, these will be set out in the Fees and Limits Schedule.
- 6.11. You must not use the virtual card for:
 - any prohibited or disabled types of Transactions as stated in the Fees and Limits Schedule; or
 - any illegal purposes.
- 6.12. We may at any time stop, suspend or restrict the virtual card or Security Credentials (such as your PIN) or refuse to execute a Transaction if:
 - we are concerned about the security of or access to the virtual card, virtual card details or Security Credentials;
 - we suspect the virtual card or Security Credentials are being used in an unauthorised or fraudulent manner;
 - executing the Transaction would breach any limit applicable to the virtual card;
 - the Available Balance is insufficient to cover the amount of the Transaction including any applicable fees;
 - you have failed to use the authentication method and/or Security Credentials required to authorise the Transaction (see below);
 - we have reasonable grounds to believe that you are not complying with these Terms and Conditions; or we have reasonable grounds to believe that continued use of the virtual card or Security Credentials may cause us to break the law, any industry code, rules set by Mastercard or other duty or standard that we are subject to, or, might expose us to claims from third parties or damage our reputation.
- 6.13. We may charge you a fee for any declined Transactions. See the Fees and Limits Schedule for details.
- 6.14. You can check Transactions made with the virtual card via the App. If there is an entry which appears to be incorrect you must contact virtual card Services Support without delay.
- 6.15. We will, if possible and where we are permitted to do so, inform you before stopping, suspending or restricting the virtual card or Security Credentials that we intend to do so and the reasons for doing this. If we are unable to inform you beforehand, then we will do so as soon as is practicable afterwards. We will not inform you were doing so would compromise reasonable security measures, or would be unlawful. If the reasons

for stopping, suspending or restricting the virtual card or Security Credentials no longer apply, we will unblock and/or replace them.

7. Authorisation of Transactions

Transactions are authorised by you when you:

Credentials

- provide the virtual card details and use your Security Credentials to authorise a Transaction at Merchant's point of sale, whether in store or remotely e.g. online or by telephone
- sign a sale voucher
- swipe or tap the virtual card against a contactless enabled card reader your authorisation of a Transactions can be for a single transaction, or a series of Recurring Transactions on a virtual card (where you give the virtual card details to the Merchant to be used for virtual card payments in the future).

7.3. You will be required to provide appropriate Security Credentials depending on the method used to authorise a Transaction.

7.4. We will execute Transaction as soon as we receive the Transaction request. The time of receipt of such request is when it is received by us, which may be the time you authorise the Transaction, or the time we receive the request for the Recurring Transaction you have previously authorised with the Merchant.

7.5. You cannot stop a Transaction after the Transaction request has been transmitted to us. You can cancel a Recurring Transaction if you give us a notice of cancellation no later than the end of the Business Day before the payment is due to be executed. You can do so by contacting virtual card Services Support by telephone or via the chat function through the App.

8. Contactless

8.1. Contactless is not available for making transactions using the virtual card.

9. Recurring Transactions

9.1. You can use the virtual card to set up a Recurring Transaction.

9.2. If you ask us to stop the payments, you must notify us no later than the Business Day before the payment was due to take place. You should also contact the Merchant, or such party you made the Recurring Transaction arrangement with to cancel any agreement in place

between you and them, as we cannot do this on your behalf and so they do not try for the payment again.

9.3. Costs for cancelling a Recurring Transaction are outlined in the Fees and Limits Schedule.

10. Security

10.1. You must take reasonable steps to keep the virtual card and Security Credentials (such as your PIN) safe and secure.

10.2. You must not:

- allow anyone else to use the virtual card and/or other devices which may be used to access the virtual card or Security Credentials (such as your mobile phone where you keep the virtual card details or other Security Credentials);
- give or disclose to any other person your Security Credentials (such as PIN or any other security information you have given us);
- choose Security Credentials like a PIN or password that is easy for someone else to guess (such as 1234 or your date of birth);
- write down your Security Credentials in a way that someone else could understand them.

10.3. You can disclose your Security Credentials to authorised Third Party Providers that require this information to provide their account information service to you. See further details in clause 15.

10.4. You must inform virtual card Services Support immediately as soon as you become aware the virtual card has been lost or stolen, you have suspicions that someone else is using or has tried to use the virtual card or Security Credentials, or you believe fraud has occurred. You can contact us,

- by logging in to your Kinesis Account and report the virtual card as stolen;
- Or telephoning virtual card Services Support. Call charges may apply. [We have a 24-hour service so that we can block the virtual card and Security Credentials.]

10.5. If we request it, you must confirm the loss, theft or suspected fraudulent use of the virtual card in writing to us.

10.6. On notification to us of suspected fraudulent use of the virtual card you must stop using the virtual card immediately. If you find the virtual card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.

10.7. You may be liable for any Transactions made using the virtual card whilst lost or stolen if you do not notify virtual card Service Support immediately or if it is proven that you were negligent in the use of the virtual card, or any Security Credentials.

10.8. We will deactivate the virtual card at any time if we suspect any fraud or misuse in relation to the virtual card, or Security Credentials, or if there is any breach of these Terms and Conditions by you, or where we are required to do so by law.

10.9. We may disclose to law enforcement agencies any information that we may reasonably believe to be relevant, and we may ask you to provide information to us, or law enforcement agencies in the event the virtual card has been stolen or in relation to any suspected fraud or misuse of it.

10.10. In respect of replacement virtual cards issued, we reserve the right at our discretion not to reissue you with a replacement virtual card.

11. Transaction information and statements

11.1. We will make information about Transactions made using the virtual cards available on the App. You can also check this information by contacting virtual cards Services Support. You should carefully review all Transaction information regularly.

11.2. Unless applicable law requires otherwise, the Transaction information made available to you will include:

- a reference enabling you to identify each Transaction and, where appropriate, information relating to the payee or payer;
- the amount of each Transaction in the currency in which the virtual card is debited or credited (as applicable);
- the amount of any charges for the Transaction including their break down, where applicable;
- where applicable, the exchange rate used and the amount of the Transaction after the currency conversion;
- the debit or credit (as applicable) value date.

11.3. We will also provide the same information on a statement at least once per month free of charge via your Kinesis account. We may not provide a statement if there were no Transactions on your virtual cards in a month since the last statement.

12. Unauthorised or incorrectly executed Transactions on the virtual card

12.1. If a Transaction from the virtual card is executed incorrectly or a Transaction has not been authorised, you must, on becoming aware of such incorrectly executed or unauthorised Transaction, notify virtual card Services Support without delay and in any case within 13 months after the Transaction was debited to the virtual card. You will be liable for all losses incurred in respect of any unauthorised or incorrectly executed Transactions and will not be entitled to a refund if you do not notify us in accordance with this clause.

12.2. We will, on receipt of your notification, review the Transaction instructions, investigate and trace (as appropriate) the relevant payment and will notify you of our findings (to the extent we are permitted to do so by law).

12.3. If after we refund your Transaction for any reason, our investigation discovers that you were not entitled to a refund, we will deduct the amount of the refund from your Available Balance and we reserve the right to recover the value of any refunded payment by any other legal means.

12.4. If you notify us of an unauthorised Transaction made using the virtual card, we will refund the amount of the unauthorised Transaction, including any associated fees to put the virtual card back into position had the unauthorised Transaction not been made, as soon as possible and in any case no later than the end of the Business Day after the day you notify us, unless we have reasonable grounds to suspect fraudulent behaviour and have notified the police or other person permitted by law. If we make a refund, you will not have any further claim against us in respect of such unauthorised Transaction.

12.5. If we have reasonable grounds to believe that you are not entitled to a refund, we may investigate your claim further before making a refund. You agree to provide us any such information as we may reasonably require to assist our investigation, including through electronic means.

12.6. You will be liable for all losses incurred with respect to an unauthorised Transaction and will not be entitled to a refund if:

- the Transaction was authorised by you;
- you have acted fraudulently, or with intent or gross negligence, have failed to comply these Terms and Conditions with respect to keeping the virtual card and Security Credentials safe and secure.

12.7. You may be liable up to a maximum of £35 for any losses incurred with respect to unauthorised Transactions arising from the loss, theft or misappropriation of the virtual card or Security Credentials before you notify us in accordance with clause 10.4. The £35 liability limit is applicable to each instance of loss, theft or misappropriation and not each Transaction.

12.8. If we execute a Transaction from the virtual card incorrectly, we will refund the amount of incorrectly made Transaction without undue delay, together with any charges to put the virtual card in a position had the relevant Transaction not been made, except where:

- the Transaction request provided by you was not correct, in which case we will make reasonable efforts to trace the payment and recover the payment amount if you ask us to do so and will notify you of the outcome. We will charge you a fee to recover our costs in doing so;
- we can show that the payment was received by a Merchant's bank (in which case the Merchant's bank is liable).

12.9. You may be entitled to a refund for certain pre-authorized Transactions, i.e. payments initiated by a Merchant where you have agreed for the payment to be taken from the virtual card in advance without agreeing a specific amount, provided that:

- your authorisation did not specify the exact amount;
- the Transaction amount exceeded the amount you could reasonably have expected (taking into your previous spending patterns and other relevant circumstances). We may ask you to provide such information as is reasonably necessary to determine if this is correct; and
- you have asked us for a refund within 8 weeks of the date the transaction was debited to the virtual card.

12.10. You will not be entitled to a refund of a pre-authorized Transaction if you have been told by us, or the Merchant, of the Transaction amount at least 4 weeks before the Transaction was due to be deducted from the virtual card, and you consented to the Transaction.

12.11. If you are entitled to a refund of a Transaction initiated by a Merchant, we will refund you within 10 Business Days of receiving your request for a refund or, where applicable, within 10 Business Days of receiving any further information we request, or will provide you with reasons for refusing the refund.

13. Refunds

13.1. Any Transaction amounts refunded to the virtual card will be returned to your Kinesis Account.

14. Shortfall

14.1. If for any reason whatsoever, a Transaction occurs when there is a shortfall in the Available Balance, you agree you will reimburse the amount of the shortfall immediately upon our request. We may charge the amount of the shortfall against your Kinesis Account, if the value of the Available Balance subsequently becomes sufficient to cover the shortfall. We may suspend the virtual card until we are reimbursed the amount of such shortfall.

15. Third-Party Providers (TPPs)

15.1. You can choose to allow a Third-Party Provider ("TPP") to access information on the virtual card to provide account information services (i.e., an online service which accesses one or more of online payment accounts to provide a consolidated view of such accounts), provided the TPP is authorised by the Financial Conduct Authority or another European regulator and is permitted to provide the account information services in the UK and you have given your explicit consent to that TPP.

15.2. Some TPPs may use your Security Credentials in order for them to provide account information services. We will treat any instruction from a TPP as if it was made by you. You should always consider the implications of sharing your Security Credentials. If you are thinking of using a TPP, you should check the TPP is authorised by an appropriate regulator.

15.3. We can deny access to a TPP to the virtual card if we're concerned about unauthorised or fraudulent access by such TPP. We'll notify you of the denial of access and the reasons for it beforehand if possible or otherwise immediately afterwards unless doing so would compromise our security measures or would be unlawful. The TPP's access to the virtual card may be restored once the reasons for denying the access no longer justify such denial.

16. Your right to cancel the virtual card

16.1. You have a legal right to cancel the virtual card and terminate these Terms and Conditions without giving us a reason for a period of 14 days from the date that you receive the virtual card. For the purpose of this clause, the date you receive the virtual card is deemed to be 2 Business Days following the date we send confirmation of the virtual card application being approved. You will not be charged for cancelling the virtual card. You will not be entitled to a refund of any Transactions made and any applicable fees incurred using the virtual card up to the date you notify us of your cancellation. To cancel the virtual card, you must telephone virtual card Services Support.

16.2. If you cancel the virtual card, we will immediately block this virtual card.

16.3. You will be liable for all Transactions and charges incurred after we have received your notice of cancellation where we can demonstrate you authorised the Transaction or incurred the relevant charge prior to the virtual card being cancelled. For example, if you carry out a Transactions and cancel the virtual card the following day, you will still be liable for the Transaction even if the Transaction has not been processed by the time you notify us of the cancellation.

17. Expiry of the virtual card

17.1. The virtual card has an expiry date. We will not authorise or process any Transactions conducted using the virtual card once it has expired.

17.2. Upon expiry of the virtual card, we usually send a replacement virtual card. If you have not received a replacement virtual card by the time the virtual card has expired, please contact virtual card Services Support.

17.3. If you do not wish to receive a replacement virtual card, please contact virtual card Services Support.

18. Travelling Abroad

18.1. You must ensure that you inform virtual card Services Support of any intended travel abroad. This will reduce the likelihood of any Transactions you make whilst away being blocked by our transaction monitoring systems.

18.2. If a Transaction authorised by you is blocked, please call virtual card Services Support. We may request information from you to verify who you are and to confirm the blocked Transactions were authorised by you before we can unblock them.

18.3. If you change your country of residence, you must notify Customer Support Services without delay.

19. Changes to these Terms and Conditions

19.1. We may change these Terms and Conditions (including fees) at any time subject to the notice provisions below in this clause. We will inform you of any changes by one or more of the following ways:

- posting the change on the Website
- by email or text

19.2. We may change these Terms and Conditions at any time, including but not limited to any of the following reasons:

- to reflect changes to or additional service we provide, technology, our systems and/or payment methods;
- to allow us to improve our services or facilities;
- to take account of a change or anticipated change in market conditions or our policies;
- to reflect a decision by a court, ombudsman, regulator or similar body;
- to reflect changes in law including any applicable industry codes or rules;
- to reflect any changes in our partners ownership.

19.3. We shall apply the following notice provisions:

- Unless we are permitted or required to make a change to these Terms and Conditions sooner in accordance with applicable law, we will give you at least 2 month's prior written notice before any changes to these Terms and Conditions come into effect.
- We may make immediate changes to the exchange rates used to convert Transactions in a currency other than the currency of the virtual card where such exchange rates are based on a reference rate, we have disclosed to you or where the changes are more favourable to you.
- We may make immediate changes when we introduce a new service or feature to the service, we provide to you.

19.4. You will be deemed to have accepted any change to these Terms and Conditions unless you notify us of any objection before the date the change takes effect.

19.5. If you object to a change we propose to make, you must notify us of your objection before the date the proposed change takes effect by contacting virtual card Services Support. We shall take your objection as notice to terminate these Terms and Conditions and cancel the virtual card free of charge.

20. Fees and Charges

20.1. Fees will apply when you use the virtual card. See the Fees and Limits Schedule at [\[insert link\]](#) for details.

20.2. If you make a Transaction in a currency other than the currency in which the virtual card is denominated, the amount deducted from your Available Balance will be the amount of the Transaction converted to the virtual card currency using a reference exchange rate set by Mastercard. You can check the Mastercard reference exchange rate at <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>. Mastercard's

reference exchange rates fluctuate and the rate of exchange may change between the time the Transaction is made and the time it is deducted from your Available Balance (if it is processed at a later date). You may also incur foreign exchange charges for such Transactions which are set out in the Fees and Limits Schedule. We also provide information on the total currency conversion charges (including the Mastercard exchange rate and our foreign currency transaction fees) applicable to Transactions, expressed as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank on https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.fr.html.

20.3. There is a fee of €3 for each cash withdrawal at an ATM. The ATM provider may charge additional fees.

20.4. We will provide an electronic statement each month showing Transactions made using the virtual card.

21. Execution Time frames for Transactions

21.1. We will ensure that a Transaction you make is credited to the Merchant's bank, or that funds returned following a redemption or cancellation are credited to you within these timescales:

Type of Transaction Timescale

Transactions carried out in euros (€) or pounds sterling (£) to an account or Merchant's bank located in the UK or the EEA By the end of the Business Day following the day on which the Transaction order is received All other transactions carried out in EEA currencies to an account or Merchant's bank located in the EEA. By the end of the fourth Business Day following the day on which the Transaction or order is received. Transactions in non-EEA currencies or to an account or Merchant's bank located outside the EEA Varies, depending on the currency or country the payment is sent.

21.2. The European Economic Area (EEA) includes all the member states of the European Union, Iceland, Norway and Liechtenstein.

22. Termination, suspension or restriction of the virtual card

22.1. You can cancel the virtual card and terminate these Terms and Conditions at any time by contacting virtual card Services Support.

22.2. We may terminate these Terms at any time by giving you 2 months' prior written notice.

22.3. We may terminate or suspend for such period (as appropriate) your use of the virtual card at any time without prior notice in the following circumstances:

- In the event of any fault or failure in the data information processing system.
- If we find out you are not eligible for a virtual card.
- If you no longer hold a Kinesis Account or such account is closed, frozen or otherwise unable to be used in connection with the virtual card.
- We have reasonable grounds to believe the security of the virtual card or Security Credentials are at risk.
- We believe that you have used or are likely to use the services, or allow them to be used, to commit a criminal offence or if you are found to be in breach of these Terms and Conditions.
- We have reasonable grounds to suspect fraudulent, unauthorised or unlawful use of the virtual card or Security Credentials (which may include, without limitation, receiving the proceeds of crime onto the virtual card).
- We suspect that you have provided false or misleading information.
- We reasonably believe that continuing to permit your use of the virtual card may cause us to breach any applicable law, code or other duty that applies to us or expose us to any adverse action, censure, fine or penalty from any regulatory body, law enforcement or other governmental agency or Mastercard.
- By order or recommendation from the police, governmental, regulatory authority or Mastercard.
- You break an important term of these Terms and Conditions.
- You die or lose mental capacity to make decisions.
- If an order for your bankruptcy is made.

22.4. These Terms and Conditions will terminate automatically when the last virtual card issued to you under these Terms and Conditions expires and it is not replaced. In this case the date these Terms and Conditions terminate shall be date your last virtual card expires.

22.5. If these Terms and Conditions are terminated for any reason, the virtual card will be cancelled and you will not be able to use it. You will be liable for any Transaction made using the virtual card but not yet processed before the date of cancellation.

22.6. Termination of these Terms will not affect:

- the accrued rights, obligations and/or liabilities at the date of termination; and
- the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into continue to be in force on or after termination.

23. Contacting us/Contacting you

23.1. You can contact virtual card Services Support by telephone, or in writing to virtual card Services Support, PO Box 5572, Brighton, BN50 8US

23.2. Any correspondence that needs to be sent for your attention will be mailed to the address that we and virtual card Services Support holds for you.

23.3. We'll use the contact details which you most recently gave us when contacting you. You must inform us as soon as possible if your personal details or contact information changes.

23.4. You are responsible for ensuring that all your personal details and contact information are up to date and any instruction you have given in updating these records are accurate and complete. We will not be held liable for any loss or damage you suffer if the information or instruction you provide is in any way inaccurate or incomplete.

23.5. Please note that telephone calls with virtual card Services Support may be recorded for security, training and monitoring purposes, and to ensure that any instructions are carried out correctly.

23.6. By using our virtual card, you are agreeing that We may, at our option and/or in connection with the services provided, contact you by telephone, email, letter or text and also use and record electronic information, original documents, that you will not object to any electronic records or electronic information being used including without limitation in any proceedings, purely because they are in electronic form or because they may not be the best evidence available of the matters to which they relate.

23.7. If we suspect or identify any activity that we believe to be fraudulent on the virtual card, we may need to contact you. We will contact you using the quickest way, which will include:

- Telephone (including sending you an SMS text message)
- App secure message

- Email

23.8. When we contact you, we may also give you information on how you can minimise any risk to the virtual card or Security Credentials depending on the nature of the security threat. Therefore, it is important that you ensure that you have provided us with your most up to date contact details.

24. Complaints

24.1. If you would like to make a complaint with respect to any services or issues in connection to these Terms and Conditions, please write to virtual card Services Support. We have procedures in place to make sure that we handle your complaint fairly and quickly, which are available at <https://ico.org.uk/make-a-complaint/> We will provide you with a copy of our complaints procedure if you ask us or if we receive a complaint from you.

24.2. In most cases we will provide a full response to your complaint within 15 Business Days of receiving your complaint. In exceptional circumstances, where we cannot resolve your complaint within 15 Business Days, we will inform you of these giving reasons for the delay and the timeframe within which you will receive a full response, which in any event will be within 35 Business Days.

24.3. If you are not satisfied with the outcome of your complaint, you can refer it to the Financial Ombudsman Service (“FOS”). You can contact FOS by:
Writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK; and E-mail: complaint.info@financial-ombudsman.org.uk.

24.4. FOS is an organisation set up by law to give consumers and other eligible complainants a free and independent service for resolving disputes with financial firms (see www.financial-ombudsman.org.uk).

25. How we use your Information

25.1. Any personal information we collect about you from time to time in connection with these Terms and Conditions will be stored, used and may be disclosed to third parties in accordance with our Privacy Policy. Our Privacy Policy is available at Privacy Policy - Optimus cards.

26. Our liability

26.1. Our liability in connection with these Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

- we shall not be liable for 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 data processing systems;
- we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- where the virtual card is faulty due to our default, our liability shall be limited to replacement of the virtual card;
- 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; and
- with respect to unauthorised, incorrectly executed or late payments from or to the virtual card, our liability shall be as set out in clause 11.

26.2. Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

26.3. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

26.4. The above exclusions and limitations set out in this clause shall apply to any liability of our affiliates such as Mastercard, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with these Terms and Conditions.

26.5. We have a legal obligation to make online payments more secure. When a you make purchase goods or services extra levels of authentication are required at the time of the Transaction. We use an authentication tool called 3D Secure, and the virtual card is automatically enrolled for use with 3D Secure service.

26.6. When you use 3D Secure, we are able to verify your identity. We do not verify the identity of any Merchant that you purchase goods or services from nor do we make any statement about the goods or services of the Merchants that you order from.

26.7. Your mobile telephone number must be recorded with us before you can use our service and you must ensure that your mobile can receive SMS (text messages) at the time you make your purchase.

26.8. When you use 3D Secure to make a purchase on the internet from a Merchant you will be presented with an electronic receipt and a One-Time Passcode (“OTP”) will be sent automatically to your mobile. Without your OTP, the purchase cannot take place at the Merchant.

26.9. If you change your mobile telephone number or your other contact information (such as your email address) you must notify us immediately to ensure our records are up to date.

26.10. You will be responsible for any fees or charges imposed by your mobile phone service provider in connection with the use of 3D Secure.

26.11. You agree that, when making a Transaction, an instruction using your OTP will be treated by us as your consent for us to comply with that instruction and we will treat it as a valid and irrevocable instruction to us.

26.12. You are responsible for all instructions sent using your OTP. You are responsible for ensuring that you keep your OTP secure.

27. General

27.1. We may transfer our rights or obligations under these Terms and Conditions or arrange for any other person to carry out our rights or obligations under these Terms and Conditions. You may not transfer any of your rights or obligations under these Terms and Conditions.

27.2. Each of these clauses are separate from other clauses, so that if one clause, or any part of it, is found to be void or otherwise unenforceable, it will not affect the validity of any of the other clause or the valid part of the affected clause.

27.3. If we do not enforce a right we have under these Terms and Conditions, or if we delay in enforcing it, that does not prevent us from taking any action to enforce our rights at a later date.

27.4. Upon termination of these Terms and Conditions, the clauses in these Terms and Conditions that are capable of continuing to remain in force and apply will do so.

27.5. A person who is not party to these Terms and Conditions may not enforce any of the terms in it.

27.6. These Terms and Conditions are governed by the law of England and Wales, and the courts in England and Wales shall have exclusive jurisdiction.

27.7. These Terms and Conditions and any communication or notice relating to them shall be in English.