

#### **RELIANCE BANK CORPORATE VISA DEBIT CARD**

#### **TERMS AND CONDITIONS OF USE**

These terms and conditions of use (**Terms**), and the provisions of the schedule ("**Schedule**"), in relation to the use of the debit Card issued by Transact Payments Limited (collectively the **Agreement**) constitute a binding agreement between You and Transact Payments Limited.

**IMPORTANT INFORMATION:** Please read this Cardholder Agreement carefully before activating the Card. It becomes effective and binding on you when you activate or use the Card. This Cardholder Agreement will apply until the Card expires or until either of us ends this Cardholder Agreement, whichever happens first. The Fees and Limits Schedule at the end of this document forms part of this Cardholder Agreement

You will be asked to confirm Your acceptance of this Agreement when You apply for Cards via the Account application form. If You refuse to accept this Agreement, then Program Manager will not be able to complete Your order for Cards. The Agreement will be governed by the Terms and Schedule as sent by you by email.

Please read the Terms and Schedule carefully and retain a copy for future reference.



#### **Visa Debit Corporate Card Terms and Conditions**

This document forms the Visa Debit Corporate Card Terms (**Terms**) and the provisions of the Fee & Limits (Schedule 1), (collectively the **Cardholder Agreement**) constitutes a binding agreement between you and TPL.

# 1. Definitions and Interpretation

**Account** means the account provided by the Program Manager opened in accordance with the Account Provider Agreement. For the avoidance of doubt, the Account is not governed by this Agreement.

Account Provider means the Program Manager.

**Account Provider Agreement** means the Business and Charity Current Account Terms and Conditions which governs the Account associated with the Card.

**Applicable Law** means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by TPL from time to time.

**Business Day** means Mondays, Tuesdays, Thursdays and Fridays, 8:30amam to 4:15pm, Wednesdays 10am to 4:15pm excluding bank and public holidays in UK.

**Card** means each plastic Visa debit card, as set out in the Schedule, issued to You by Us pursuant to licence by the Card Scheme, with an underlying Account holding the balance of the Card in the Denominated Currency. References to the Card include all Card details, Security Details and PINs.

**Card Scheme** means Visa. Visa is a registered trademark of Visa International.

**Card Services** means any services provided by Us, Program Manager or any third-party service providers in connection with a Card.

**Card User** means an individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds held in the Account via a Card subject to this Agreement and on Your behalf.

**Contract Holder** means You, the corporate entity which, subject to the Account Provider Agreement, owns the available funds that can be used by the Card User and to whom the Cards are issued.



**Customer Experience Team ("CET"):** The Customer Experience Team (CET) can be contacted via the below channels:

- By e-mail: customer.experience@reliancebankltd.com
- By post: Reliance Bank Limited, Faith House, 23 24 Lovat Lane, London, EC3R 8EB
- Via telephone number: 02073985400

**Denominated Currency** has the meaning given to it in the Schedule.

**Fees and Charges:** Any fee payable by you as referenced in the fees and charges sheet. This is located on the website

Insolvency Event: occurs, with respect to any party, in the event of

- 1.1. that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- 1.2. an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- 1.3. that party being unable to pay its debts within the meaning of section 123 of the UK Insolvency Act 1986;
- 1.4. there being proposed in respect of that party any voluntary arrangement under section 1 of the UK Insolvency Act 1986 or any compromise or arrangement under Part 26 of the UK Companies Act 2006; or
- 1.5. any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

**IVR** means the interactive voice recognition server that allows the Card User to perform certain Transactions on the Card, such as requesting up to date balance information, blocking and unblocking the Card, reporting the Card lost or stolen and seeking assistance with any enquiries in regard to the operation of the Card. Where IVR is available, it may be accessed using the number indicated in the Schedule.

**Microenterprise** means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent.

**Personal Data** means any registered personal identity details relating to the use of the Card including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

**PIN** or **PIN** Code means the personal identification number used to access certain Card services, provided to the Card User.



**Program** means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services established in accordance with this Agreement.

**Program Manager** means Reliance Bank Limited, incorporated and registered in England and Wales with company number 00068835 and registered office at 23-24 Lovat Lane, London, EC3R 8EB, and authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

PSRs means The Gibraltar Financial Services (Payment Services) Regulations 2020.

**Regulatory Authority** means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Gibraltar Financial Services Commission.

**Security Details** means certain information, including personal information, given by You on behalf of the Card User when applying for the Card and as notified to Program Manager by You from time to time.

**Transaction** means Your use of the Card to (i) make a payment, or a purchase of goods or services from a Merchant over the internet, by phone or mail order or (ii) withdraw cash from an ATM or bank, where permitted.

Website means the website indicated in the Schedule (www.reliancebankltd.com).

**We, Our or Us** means 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 ("**TPL**").

**You or Your** means the "Contract Holder" of the Card and as applicable, the Card User on the Contract Holder's behalf.

#### 2. Purpose of the Card

- 2.1. The Card is a debit card featuring immediate debit of funds from the Account and systematic authorisation. The Card allows Card Users to access available funds that have previously been credited to the Account. The Card is not a credit card, and all use is limited to the amount held in the Account and any other limits referred to in this Agreement.
- 2.2. The Card is issued by Us at the Contract Holder's request and upon acceptance of said request to Program Manager via the Account application form. Plastic Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Reliance Bank Corporate Visa Debit Card Application Form.



- 2.3. The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and for plastic Cards also at Automatic Teller Machines ("ATMs") and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.4. The Card remains at all times Our property and must be returned to Program Manager or destroyed upon request. Use of the Card is personal to You and the Card Users. You cannot assign Your rights under this Agreement, and the Card User is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Card Users to use the Card may be revoked at any time, in accordance with clause 10 below.
- 2.5. The Contract Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Agreement and understand the obligations regarding the use of the Card.

#### 3. Use of Card

#### 3.1. Activation and General Use of the Card

- (a) The Card cannot be used unless it has been activated by the Card User. To activate the card, the Card User must call CET upon receiving the card, where it will be activated during the call. You must know, and ensure that Card Users know, and follow the steps required to activate the plastic Card and the instructions must be followed. You shall only supply the Card to the Card User and You shall be responsible for ensuring that each Card User complies with this Agreement where applicable.
- (b) The Card is only for use by the Card User and expires on the date on the front of the Card. The Card cannot be used after it has expired.
- (c) The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
- (d) When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.
- (e) We do not recommend using the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend or as (ii) an arrangement for periodic billing as any debits as a result of such arrangements will be considered to have been authorised by You.



- (f) If for any reason, a Card User is entitled to a refund for goods or services purchased using the Card, You agree to accept a credit to the Account.
- (g) We or Program Manager are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the plastic Card.
- (h) Strictly for plastic Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval. We or Program Manager accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.
- (i) You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose. Any further restrictions on use are set out in the Schedule.

#### 3.2. Available funds

- (a) The Card User should check that sufficient funds are available on the Account prior to attempting to make any Card Transaction.
- (b) If there are insufficient funds in the Account to pay for a Transaction the Card may be declined or the retailer may allow payment of the balance by some other means.
- (c) The Card can only be used if the Account has a positive balance.
- (d) Payments made on some machines with plastic cards, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Account has adequate funds to meet the amount required by the pre-authorisation.
- (e) The Card User may obtain certain information concerning the Card and recent Transactions via digital banking platform or contacting CET by telephone.

# 3.3. Temporary blocking of the Card

- (a) The Card User and/or Contract Holder may request to have the Card temporarily blocked by contacting CET.
- (b) You and/or the Card User may request that the Card be unblocked at any time by contacting CET.



- (c) Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Program Manager of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- (d) If We block or suspend a Card, Program Manager shall notify You and/or the Card User by e-mail and/or telephone and/or secured digital banking message, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We or Program Manager reasonably believe that providing such information would constitute a security risk, or are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting CET, but the discretion to unblock the Card or resume provision of Our and/or Program Manager services will be at Our and/or Program Manager discretion.
- 3.4. **Card Renewal:** Cards are automatically renewed unless we have identified that the card is not being used. If we have not issued you with a new card and you would like a new card then please contact CET.
- 3.5. **Refund:** Goods or services paid for with the Card cannot be refunded by a retailer unless there was a prior Card Transaction debited from the Account by that retailer of an equal or higher amount than the refund requested. If the Card User and retailer agree a refund, the retailer may process the refund via a POS terminal. Amounts credited to the Account via the Retailer as refunds shall be available no more than 3 (three) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, we reserve the right to terminate the agreement.

#### 4. Card Limits and Fees

- 4.1. The Card Fees and Limits provisions are outlined in the Schedule and will apply to the Card.
- 4.2. Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.
- 4.3. When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.
- 4.4. Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.

# 5. Card Security

5.1. Card Users must sign the back of the plastic Card as soon as they receive it.



- 5.2. You should treat the Card like cash. If it is lost or stolen, you may lose some or all of your money on your Card, in the same way as if you lost cash.
- 5.3. You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures, including, but not limited to, the following:
  - (a) never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
  - (b) not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
  - (c) not interfering with any magnetic stripe or integrated circuit on the Card;
  - (d) complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure:
  - (e) using only secure internet sites for making Card Transactions online;
  - (f) choosing strong passwords that mix alpha and numeric characters when managing the Account on-line;
  - (g) checking ATMs for signs of tampering, e.g. false fronts, before use;
  - (h) shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
  - (i) reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.

You agree to take all reasonable steps to keep safe personalised security credentials relating to the card including not providing your PIN by telephone or on the internet even if asked.

- 5.4. The PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, please contact CET to reactivate the PIN.
- 5.5. You undertake, represent and warrant to Us and Program Manager that the Transactions that the Card User will undertake using the Card do not contravene any applicable law and that You and the Card User shall at all times comply with all applicable laws in relation to the performance of Your obligations under this Agreement.
- 5.6. The Card User shall obtain a receipt for every Transaction undertaken with the Card. The Card User must retain their receipts to verify their Transactions.
- 5.7. Card Users shall not under any circumstances send their active Card to Us or any third party, by post or any other unsecure delivery method.
- 5.8. Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so We or Program Manager cannot guarantee that they will be secure and function at all times and therefore, accept no liability for unavailability or interruption.



## 6. Authorising Transactions

- 6.1. You will need to give your consent to each Transaction by, where applicable, a) using your PIN or other security code personal to you; b) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2. If a Transaction order is received after 3pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3. Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by our processing partner.
- 6.4. Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact CET should you experience any problems using your Card or Account and these will be resolved as soon as possible.

## 7. Loss, theft and misuse of cards

- 7.1. If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, You must stop using the Card and notify CET directly as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. The Card shall be suspended to avoid further losses upon Your notification to CET in accordance with this clause.
- 7.2. We or Program Manager may also suspend a Card with or without notice if it is suspected that the Card, PIN or any other Card-related security details have been, or are likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it, or if illegal use of the Card is suspected.
- 7.3. You and/or the Card User will be required to confirm details of the loss, theft or misuse to Program Manager during a call to CET.
- 7.4. You and/or the Card User may be required to assist Us, Program Manager, Our representatives or the police if the Card is stolen or misuse of the Card is suspected.
- 7.5. Replacement Cards will be sent to the most recent address you have provided and may be subject to a fee as set out in the Schedule.
- 7.6. If any reported lost Card is subsequently found it must not be used unless You contact CET first and obtain approval.



## 8. Our Liability to You

- 8.1. We will not be liable to You in respect of any losses You or the Card User may suffer in connection with or arising from the Card, except where such losses are due to a breach by us of this Agreement or due to Our negligence. In addition, We will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale). In particular, We will not be liable for any loss due to:
  - (a) any failure due to events outside Our reasonable control;
  - (b) any system failure or industrial dispute outside Our control;
  - (c) any ATM or retailer refusing to or being unable to accept the Card;
  - (d) the way in which any refusal to accept the Card is communicated to You;
  - (e) any infringement by You of any currency laws;
  - (f) Our taking any action required by any government, federal or state law or regulation or court order; or
  - (g) anything specifically excluded or limited elsewhere in this Agreement.
- 8.2. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).
- 8.3. You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 8.4. The above exclusions and limitations set out in this clause shall apply to any liability of Program Manager or our affiliates such as the Scheme, and other suppliers, contractors, representatives and any of their respective affiliates (each a "Protected Party") (if any), to you, which may arise in connection with this Agreement. This clause 8.4, and the exclusions and limitations set out in this clause, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with the Contracts (Rights of Third Parties) Act 1999. This clause 8.4 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

#### 9. Terminating this agreement

- 9.1. This agreement shall continue in force until termination of Your Account Provider Agreement with the Program Manager unless otherwise terminated in accordance with this clause 9 or clauses 10 and 14.3.
- 9.2. The Agreement may be terminated at any time by the Contract Holder by sending 30 days' written



notice to Customer Services or by Us, or Program Manager for Us, sending 30 days' written notice to You.

- 9.3. A cancellation fee may be deducted from the available funds on the Card in accordance with the Schedule.
- 9.4. Once your Plastic Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

#### 10. Causes for Termination

- 10.1. We reserve the right, at any time and without prior notice, at Our discretion to terminate the Agreement, to block or suspend use of the Card, restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:
  - (a) the plastic Card was not activated within the notified activation period;
  - (b) We reasonably suspect the security of the Card has been compromised in any way;
  - (c) Your Account Provider Agreement with the Program Manager has been suspended, restricted or terminated; or
  - (d) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
  - (e) in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
  - (f) we believe that your continued use of the Card may damage our reputation;
  - (g) we believe that your use of the Card may result in harm to us or our systems;
  - (h) you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement;
  - (i) you haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false;
  - (j) you do not access your Account for 3 (three) years;
  - (k) we cannot process your Transactions due to the actions of third parties;
  - (I) you have breached this Agreement;
  - (m) in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
  - (n) You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.
- 10.2. As per clause 3.3, We or Program Manager shall remove the block on the Card as soon as practicable after being satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for 1 month, the Agreement may be terminated instead.
- 10.3. Any termination or expiry of the Agreement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come



into effect on, or to continue in effect after, such termination or expiry.

10.4. The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Agreement.

#### 11. Penalties

- 11.1. In addition to such actions constituting a break of the provisions of this Agreement, any illegal or fraudulent use of the Card by You or the Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.
- 11.2. You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or the Card User or where You break any important provision or repeatedly break any provision of this Agreement and fail to remedy it.

# 12. Confidentiality and Data Protection

- 12.1. TPL will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 10.1(h) above.
- 12.2. We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our <a href="Privacy Policy">Privacy Policy</a> which is provided to you at the time we collect your Personal Data and available to read and download on the Website.
- 12.3. For information on how Program Manager handles and protects your data, please review the Privacy Notice available at: www.reliancebankltd.com/privacy-policy.

## 13. Corporate Opt-Out

- 13.1. You agree that the following regulations of the PSRs do not apply to this Agreement:
  - (a) 17 to 37 inclusive;
  - (b) 39(1);
  - (c) 41(4), 49;
  - (d) 51,53,54,57; and
  - (e) 65 & 66.



## 14. Variations of Agreement

- 14.1. We may, at Our discretion, alter this Agreement at any time.
- 14.2. In accordance with our rights under the PSRs, our notice period for informing you of any change shall not be 2 months but we shall instead instruct Program Manager to give You 30 (thirty) days' prior notice by post or email before We make the change, unless the change is required to be implemented earlier by any applicable law, regulation or rule by Card Scheme, or if it relates to a change in the exchange rate, in which case the change can be made immediately. The version of this Agreement displayed on the Website at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Website should regularly be checked.
- 14.3. If You do not agree to the change You should terminate the Agreement in accordance with the provisions of this Agreement. If You do not do so We will assume that You agree to the change and it will be implemented upon the expiry of the notice period.

#### 15. Guarantee

15.1. Program Manager will at any time replace a Card reported as being defective.

# 16. Exclusions

- 16.1. The above guarantee is not applicable if:
  - (a) the Card is used in a manner which breaks any important term or repeatedly breaks any term of this Agreement; or
  - (b) you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

# 17. General

- 17.1. Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.
- 17.2. We may assign any of Our rights and obligations under this Agreement with consent of Program Manager to any other person or business, subject to such party continuing the obligations to You herein.
- 17.3. CET may contact You by letter or email using the contact details that You last provided.



## 18. Complaints

- 18.1. If you would like to make a complaint about the Card, please send an email to Program Manager's CET department at customer.experience@reliancebankltd.com.
- 18.2. If you are not satisfied with the resolution, you have the right to refer your complaint to the Financial Ombudsman Service (FOS). A copy of our complaints handling procedure is available on the Website or on request from CET. You can contact the FOS on 08000234567 or 03001239123, email them at complaint.info@financial-ombudsman.org.uk or write to them at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Their website is www.financialombudsman.org.uk
- 18.3. If your complaint relates to transactions made via your Card and you were not satisfied with your response from the Program Manager and their handling of your complaint.
- 18.4. You can contact TransactPay by emailing <a href="mailto:complaints@transactpay.com">complaints@transactpay.com</a>. If TransactPay's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of receipt of your complaint. TransactPay will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind their decision.
- 18.5. 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.
- 18.6. Microenterprises may additionally refer an unresolved complaint to the Gibraltar Financial Services Ombudsman at the following address: The Financial Services Ombudsman, Office of the Ombudsman, 10 Governor's Lane, Gibraltar and at the following website: www.ombudsman.org.gi. In such an instance, TPL is required to co-operate with any investigation and resolution procedure conducted by the Ombudsman and may be required to accept the outcome of such resolution procedure.

#### 19. Law

This Cardholder Agreement and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Gibraltar.

## 20. Jurisdiction

You agree to the exclusive jurisdiction of the Gibraltar courts.



# 21. Language

The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

## 22. The Card Issuer and the Service Provider of the Card

- 22.1. Your Card is issued by Transact Payments Limited pursuant to its licence from the Card Scheme.
- 22.2. The Program Manager administers and provides the Card issued by Transact Payments Limited and is available to give You customer service support via CET if You have any queries. Our Program Manager's also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on You.



#### Schedule 1 ACCOUNT AND CORPORATE OWNED DEBIT CARD

This schedule ("Schedule"), together with the Visa Card Terms and Conditions ("Terms") govern the use of your Card. Both the Schedule and the Terms are referred to as the Agreement. Your Card is a plastic Card.

You will be asked to confirm Your acceptance of this Agreement when you apply for Cards via the Account application form. If you refuse to accept this Agreement, We will not be able to complete your order for Cards.

Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the Terms.

#### **Definitions**

Card Scheme: Visa; Visa is a registered trademark of Visa International

**Denominated Currency: GBP** 

Prohibited use: You must not use the Card to purchase the following:

- Wire transfer money orders (Electronic money transfers);
- Quasi-cash (for example, buying cryptocurrency, travellers checks or making loan repayments at nonfinancial institutions);
- Payment service provider-money transfers;
- Money transfer;
- POI fundings transactions-stored value card; or
- Any illegal purpose.

Website: [www.reliancebankltd.com]

**Customer Experience Team ("CET"):** The Customer Experience Team (CET) can be contacted via the below channels:

- By e-mail: customer.experience@reliancebankltd.com
- By post: Reliance Bank Limited, Faith House, 23 24 Lovat Lane, London, EC3R 8EB
- Via telephone number: [02073985400]

## 1. Information to be provided in order to activate the Card

The Card user must activate the Card as soon as it is received by following the instructions detailed on the information documents accompanying the Card.

The Card User's PIN will be communicated to the Card User at the end of the activation process (e.g. by phone, SMS or via the Website).



# 2. Your Card Limits

Below are the limits for the card profiles. The limits are in the currency of the card.

Limit Type	Frequency	GBP/Max. Number	
Max. Total Balance (£)	per card	n/a	
Max. Number POS (#)	1 day	20	
Max. Number POS (#)	4 days	80	
Max. Value POS (£)	1 day	1,000	
Max. Value POS (£)	4 days	4,000	
Max. Number ATM (#)	1 day	10	
Max. Number ATM (#)	4 days	40	
Max. Value ATM (£)	1 day	100	
Max. Value ATM (£)	4 days	400	

You can (i) withdraw cash funds via ATM (although there is a charge for this service as set out below) or (ii) pay for goods and services (via an appropriate electronic payment terminal) at all points of sale ("POS") terminals that display Visa symbol.



## 3. Your Card Charges

All payments made using Your Card shall be in the Denominated Currency. If the Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Mastercard conversion rate. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website.

Paying with Your			Per
Card	Payment with GBP or EUR (1)	£0.25	withdrawal
		£1.25 on top of	
		the mark-up	Per
	Payment in a different currency than GBP or EUR (1)	set by Visa	withdrawal
Cash withdrawal	Cash withdrawal in GBP or EUR (2)	£0.25	Per
	Cash withdrawarm GBF of Lore		withdrawal
		£1.25 on top of	Per
	Cash withdrawal different currency than GBP or EUR (2)	the mark-up	withdrawal
		set by Visa	
	Fee applicable on all operations (payments and	£1.25 on top of	
Foreign exchange	withdrawals) made in a different currency than the Card's	the mark-up	Per
management fee	currency	set by Visa	withdrawal

<sup>(1)</sup> Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

<sup>(2)</sup> Note: in some countries, ATM use may be subject to applicable Fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association, without our knowledge or control.