

## Vanilla Mastercard Terms and Conditions

The following Agreement governs the Cardholder's use of the Gift Card. Please read this Agreement carefully before you use your Gift Card. A copy of this Agreement can be found on the Vanilla Website. Using your Gift Card will indicate to us that you have read and accepted this Agreement. **Please be sure to register your Gift Card on the Vanilla Website and make a note of the 16 digit number on the front of your Gift Card and keep this in a safe place.**

### 1. DEFINITIONS

**Account** – The electronic account associated with your Gift Card.

**Account Information Services** – An online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks.

**Agreement** – This Cardholder Agreement as varied from time to time.

**ATM** – Automated Teller Machine.

**Authorised Account Information Services Provider** – A third party payment service provider which is authorised by its Regulator to provide Account Information Services with your explicit consent and under a separate agreement which you have signed with them.

**Available Balance** – The value of funds loaded onto your Gift Card and available for use.

**Cardholder** – You, the person entering into this Agreement with us.

**Customer Services** – The contact centre for dealing with queries about your Gift Card. Contact details for Customer Services can be found in paragraph 22 of this Agreement. Fees may apply for calls.

**CVC Code** – Three digit security number on the back of the Gift Card.

**E-money** – The electronic money associated with your Gift Card.

**Gift Card** – The Vanilla Gift Card.

**Mastercard** – Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

**Merchant** – A retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark.

**Myaccount** – The area on the Vanilla Website that allows you to have online access to your Account.

**PIN** – A four digit personal identification number.

**Regulator** – Means the Financial Conduct Authority in the UK or another European financial services regulator.

**Vanilla Website** – [www.myvanillagiftcard.com](http://www.myvanillagiftcard.com)

**we, us or our** – PrePay Technologies Limited, a company registered in England and Wales (04008083), who can be contacted at PO Box 3883, Swindon, SN3 9EA.

**Working Day** – Our working days are Monday to Friday but does not include bank or public holidays in England.

**you, your** – The Cardholder.

### 2. SCOPE OF THIS AGREEMENT

**2.1** Your Gift Card is an electronic money prepaid Gift Card. This is not a credit, charge or debit card and no interest will accrue on the Available Balance on the Gift Card.

**2.2** Your Gift Card has been issued by PrePay Technologies Limited pursuant to a licence from Mastercard International Incorporated. The e-money associated with this Gift Card is provided to you by us, and will be denominated in pounds sterling. PrePay Technologies Limited is authorised and regulated by the Financial Conduct Authority (FRN 900010) for the issuance of e-money. Your rights and obligations relating to the use of this Gift Card are set out in this Agreement, which is between you and us. You have no rights against Mastercard International Incorporated or their respective affiliates. If you experience any difficulties in using the Gift Card you should contact Customer Services.

**2.3** You agree that we may communicate with you by e-mail and/or SMS and/or via Myaccount for issuing any notices or information about your Gift Card and therefore it is important that you ensure that you register your Gift Card and keep your e-mail address and mobile phone number updated via Myaccount.

**2.4** If you wish to make use of services provided by an Authorised Account Information Service Provider on your Account, you may do so provided that you have signed up to use Myaccount and your Account is active. We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator to provide their services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share your Myaccount credentials with the Authorised Account Information Service Provider each time an access to your Account is required for them to provide you with their services. You should always consider the implications of sharing your Myaccount credentials and your personal information.

**2.5** If an Authorised Account Information Service Provider request access to your Account to provide you with their services using your Myaccount credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Account Information Service Provider and can only refuse access in certain circumstances.

**2.6** If we refuse to provide access to an Authorised Account Information Services Provider to your Account, we will inform you immediately after refusal to explain why, unless that would break the law or we have security reasons not to do so.

**2.7** If you do not wish to use services provided by an Authorised Account Information Service Provider on your Account, you simply refuse to provide your consent or refuse to share your Myaccount credentials with an Authorised Account Information Service Provider.

### 3. PURCHASE AND ACTIVATION

**3.1** Your Gift Card is activated with the amount loaded on it on the date it is purchased.

**3.2** Your Gift Card can be used to make purchases from any Merchant that accepts Mastercard.

**3.3** You cannot withdraw cash at ATMs or get cash-back at a Merchant with your Gift Card.

**3.4** Your Gift Card cannot be reloaded.

**3.5** You can purchase up to a total value of £125 of Gift Cards at any one time. Please keep your receipt as proof of purchase.

**3.6** Upon receiving your Gift Card you should sign your name in ink on the back of your Gift Card immediately. The Gift Card will then be ready for use. We recommend that you register your Gift Card and your details on the Vanilla Website so that if your Gift Card is lost or stolen, you can report it and have the Gift Card blocked and so we can provide you with any changes we make to this Agreement. If you wish to use your Gift Card to make purchases online, over the phone or by mail order you will need to register your details.

**3.7** You will not receive a PIN number for your Gift Card and as such will not be able to use your Gift Card in some countries abroad where a PIN is required to authorise transactions.

### 4. USING YOUR GIFT CARD

**4.1** Your Gift Card can only be used up to the value of Available Balance on it. Present your Gift Card at the time of payment, and sign the receipt to authorise transactions. You can authorise online (subject to a limit) and over the phone purchases by providing the CVC Code. For purchases made online, there is a limit of maximum £40 per transaction. As you use the Gift Card, the Available Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if applicable. The Gift Card can be used to pay the full amount of the purchase and applicable taxes, if Available Balance on the Gift Card is sufficient. If the amount of Available Balance is not sufficient to complete the transaction, the transaction will be declined. Please be aware that you

may not usually stop a transaction once it has been authorised. If you are responsible for all transactions where you authorise such transactions, regardless of the manner of such transaction. We may refuse to execute a transaction if the transaction is unlawful, fraudulent, or you do not have sufficient Available Balance. If we refuse to execute a transaction, you can check Myaccount to ensure there was enough Available Balance to cover the transaction, or can ask us why we have not executed a transaction by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the transaction.

**4.1.1** Some Merchants in certain countries may not accept your Gift Card as a method of payment due to your Gift Card being anonymous. It is not in our control to know which Merchants will accept your Gift Card for purchases and which Merchants won't.

**4.2** When using the Gift Card at some Merchants please keep in mind that the Merchant may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. For example:

- Hotels and rental cars - As Merchants may not be able to accurately predict how much your final bill will be, they may usually request an authorisation for funds greater than your final bill.
- Restaurants - You will need to have an Available Balance equivalent to the total cost of the meal plus 20%. This is to accommodate any service charge that could be added to your bill.
- Internet Merchants - Certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if you have sufficient Available Balance; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of these variances when checking your Available Balance and ensure that you always have sufficient Available Balance to cover your purchases.
- Offline purchases – If a Merchant cannot authorise your transaction online the transaction maybe declined. Examples include on-board purchases on ferries, trains and planes.

**4.3** Your Gift Card cannot be used at self-service petrol pumps. You can use your Gift Card to pay by taking it to the cashier.

**4.4** When you use the Gift Card, the Merchant should provide you with a receipt. Please check the receipt to verify the transaction amount. If the amount is incorrect, you should notify the Merchant to correct the error. If you have a problem with a purchase or a dispute with a Merchant, you must deal directly with the Merchant. Furthermore, any returns or exchanges will be governed by the policies of the Merchant and applicable law.

**4.5** We may refuse to permit a transaction if:

- we suspect you are in breach of this Agreement; or
- we suspect fraudulent or illegal activity is taking place; or
- if you attempt to spend more than the Available Balance on your Gift Card.

### 5. FOREIGN CURRENCY TRANSACTIONS

**5.1** If you make a transaction in a currency other than pounds sterling then the amount deducted from your Gift Card will be converted to pounds sterling on the day we receive details of the relevant transaction. We will use an exchange rate set by Mastercard®. Exchange rates can fluctuate and there may be change between the time a transaction is made and the time it is deducted from your Gift Card. We will add a currency conversion fee (see Fees paragraph) to this rate.

### 6. CHECKING YOUR BALANCE

**6.1** You can check your Available Balance and transaction history for free by visiting the Vanilla Website and registering your Gift Card and details. You can also check your Available Balance by contacting Customer Services.

### 7. MAINTENANCE FEE

**7.1** If there has been no activity for six consecutive months while the Gift Card is active, i.e. before it has expired, a fee of £2 per calendar month will be automatically deducted from your Available Balance on your Gift Card. If you start using your Gift Card again, the maintenance fees will stop and will not start again until there has been no activity on your Gift Card for another six consecutive months. For example, if you use your Gift Card to make any type of purchases at any time within six consecutive months, you will not be charged a fee. If there is no purchase within six consecutive months, you will be charged a fee.

### 8. CARD EXPIRY

**8.1** Your Gift Card will expire when the Available Balance of your Gift Card is equal to £0, or if you have exceeded the Gift Card expiry date printed on the front of your Gift Card.

**8.2** Once your Gift Card expires, this Agreement terminates.

### 9. REDEMPTION OF UNUSED FUNDS

**9.1** You may redeem any unspent Available Balance on the Gift Card within six years from the date that your Gift Card expired, by contacting Customer Services.

**9.2** A redemption charge of £4.95 will be deducted from your Available Balance if you redeem at the following times:

**9.2.1** before the expiry of your Gift Card;

**9.2.2** before you terminate this Agreement prior to the Gift Card expiry.

**9.2.3** more than 12 months after (a) your Gift Card expires, or (b) this Agreement is terminated, (as applicable).

**9.3** You will be reminded of this fee before redemption. Please note that if your Available Balance is £4.95 or less and you want to redeem in the circumstances listed above, the fee will equal your Available Balance which will be reduced to zero.

**9.4** You may redeem funds subject to the provisions described above as long as we believe you have not acted fraudulently; and we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

**9.5** Please note that you will be required to return your Gift Card to us (cut in half through the magnetic strip) together with proof of purchase of the Gift Card. We will redeem the value on your Gift Card by issuing a cheque no later than 5 Working Days from obtaining any verification of your identity (as may be required).

### 10. LOST OR STOLEN GIFT CARDS

**10.1** The Gift Card is like cash, should you lose the Gift Card or it is stolen it is like losing cash unless you have registered the Gift Card on the Vanilla Website and contact Customer Services immediately.

**10.2** You must register your Gift Card when you receive it to be able to report it as lost or stolen. If you do not register your Gift Card no refund of any funds on the Gift Card will be possible.

**10.3** If you lose your Gift Card, you must log into your account on the Vanilla Website where you can block the Gift Card from further use.

**10.4** In the event that you notify us in accordance with this paragraph that your Gift Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place in respect of unauthorised payment transactions, prior to you contacting Customer Services. You will be fully liable for all losses where you have not registered your Gift Card, or you have failed to keep your Gift Card safe or we have reason to believe you have acted fraudulently or with gross negligence or intentionally in failing to notify us of the lost or stolen Gift Card.

## 11. FEES

11.1 Your Gift Card is subject to fees as follows. The core fees detailed below relate to the core bundle of services that we provide to you by us in relation to your Gift Card.

COSTS	FEE
<b>Core Fees</b>	
Gift Card Purchase Fee	£2.95 for £25 denomination (non-refundable) £3.95 for £50 denomination (non-refundable) £4.95 for £100 denomination (non-refundable)
Foreign Exchange Fee	3%
Gambling Fee	3%
Customer Services	Standard/national rate number – fees may vary if you call from a mobile
Redemption Fee (if applicable)	£4.95
Maintenance Fee	£2 per calendar month (after 6 months of inactivity)

11.2 We will deduct any relevant taxes or charges due from the Available Balance on your Gift Card. If there is no Available Balance of funds on your Gift Card, or taxes or charges exceed the Available Balance, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## 12. CARDHOLDER LIABILITY AND AUTHORISATIONS

12.1 You must sign your Gift Card as soon as you receive it and keep it safe. You must also keep safe any security information or credentials related to the Card, Account and Myaccount.

12.2 You should register your Gift Card online and make a note of the 16 digit number on the front of your Gift Card and keep this in a safe place.

12.3 You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Gift Card or the misappropriation of the Gift Card if you fail to:

12.3.1 keep the Gift Card and/or security features of the Gift Card safe,

12.3.2 register your Gift Card, or

12.3.3 notify us that your Gift Card is lost or stolen.

12.4 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Gift Card.

12.5 You should never allow a third party other than an Authorised Account Information Service Provider to use or access your Account

12.6 You must not disclose or make available your Myaccount credentials to a third party unless the third party is an Authorised Account Information Service Provider and you want to use their services.

## 13. OUR LIABILITY

13.1 We will not be liable:

13.1.1 if, through no fault of ours, you do not have enough Available Balance on your Gift Card to complete a transaction,

13.1.2 if a Merchant refuses to accept your Gift Card,

13.1.3 if an electronic terminal where you are making a transaction does not operate properly,

13.1.4 if circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of any transaction, despite reasonable precautions that we have taken,

13.1.5 for indirect or consequential loss you may suffer, or

13.1.6 for any other exception stated in our Agreement with you.

13.2 In the event of suspected or actual fraud or security threat to your Gift Card, we may use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity for security purposes.

## 14. UNAUTHORISED AND INCORRECT TRANSACTIONS

14.1 If you have reason to believe that any of the transactions for which your Gift Card was used are unauthorised or have been posted to your Gift Card in error, you may ask us to investigate the transaction by contacting Customer Services as soon as possible, but in any event within 13 months of the date of the relevant transaction. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the transaction was authorised and may therefore increase the time involved in investigating the transaction.

14.2 If you report unauthorised transaction to us:

14.2.1 we will by the end of the next Working Day refund the unauthorised amount including any fees to your Gift Card to the position it would have been in if the unauthorised transaction had not taken place.

14.2.2 we are not obliged to refund the unauthorised sums to you if we have reason to believe that you have acted fraudulently, and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the transaction was unauthorised, we will refund the unauthorised sums to you straight away.

14.2.3 we will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any fees, to your Gift Card.

14.2.4 you will be liable for all unauthorised transactions made using your Gift Card if you have acted fraudulently or deliberately or with gross negligence failed to keep your Gift Card or Gift Card security information safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that your Gift Card or security information related to your Gift Card has been lost or stolen.

14.2.5 you will not be liable for unauthorised transactions on your Gift Card after you have told us that your Gift Card or Gift Card security information has been lost, stolen or compromised.

14.3 Where you have agreed that another person in the EEA can take a payment from your Gift Card (e.g. if you have given your Gift Card details to a Merchant for the purpose of making a payment for renting a car or booking a hotel room) you can ask us to refund a payment, which we will refund to you within 10 Working Days of our receipt of your request, if all the following conditions are satisfied:

14.3.1 the authorisation you gave did not specify the exact amount to be paid;

14.3.2 the amount that has been charged to your Gift Card was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and

14.3.3 you make the refund request within eight weeks of the date when the payment was charged to your Gift Card.

14.4 We may ask you to provide information as is reasonably necessary to verify that conditions in 14.3.1 – 14.3.3 are satisfied.

14.5 If you ask us to make a refund under paragraph 14.3 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 14.4, within 10 Working Days of the date we receive that information) we will either:

14.5.1 refund the payment in full; or

14.5.2 tell you the reasons why we do not agree to the refund.

14.6 You will not be entitled to a refund under paragraph 14.3 if:

14.6.1 you have given us your consent for the payment to be made; and

14.6.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or

14.6.3 if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

## 15. VARIATION

15.1 We may change this Agreement, including charges, fees and introduce new terms. If we make any changes, we will provide you with 2 months prior notice by email (provided you have registered your Gift Card and you have provided us with an up-to-date email address) and will ensure the most recent version is always available on Vanilla Website. If you have not registered your Gift Card or you have not provided us with your up-to-date email address you will not receive any notification of changes we make to this Agreement. You will be deemed to have accepted the changes by continuing to use your Gift Card after the 2 months' notice period. You may terminate your Gift Card any time within the 2 months' notice period if you do not agree with the changes to the Agreement and subject to paragraph 9 you can redeem your total Available Balance at that time.

15.2 There are some situations where we can make changes to this Agreement and we do not have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:

15.2.1 if the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.

15.2.2 we make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.

## 16. TERMINATION, CANCELLATION AND SUSPENSION

16.1 We can terminate this Agreement at any time:

16.1.1 If we give you 2 months' prior notice (provided you have registered your Gift Card) and refund the Available Balance on your Gift Card to you; or

16.1.2 with immediate effect if you have not complied with the conditions set out in this Agreement, or if we have reason to believe that you have used, or intend to use the Gift Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

16.2 We may suspend your Gift Card in any legal jurisdiction at any time with immediate effect (and until any default has been remedied or this Agreement terminates) if:

16.2.1 We discover that any information that you have provided to us when registering your Gift Card online was incorrect;

16.2.2 A transaction has been declined because of a lack of Available Balance;

16.2.3 You have reported your Gift Card lost or stolen;

16.2.4 We believe that this is necessary for security reasons;

16.2.5 We suspect or to prevent suspected unauthorised or fraudulent use of your Gift Card;

16.2.6 Any legal obligations require us to do so; or

16.2.7 You have not complied with a condition set out in this Agreement or we have reason to believe that you have used, or intend to use the Gift Card in a grossly negligent manner or for fraudulent or other unlawful purposes of if we cannot process your transfers due to the actions of a third party.

16.3 In the event that we do suspend or cancel your Gift Card then (provided we have your contact details) if we are able to do so we will tell you in advance otherwise we will let you know immediately afterwards. We may advise any party involved in the transaction if a suspension has taken place.

## 17. PRIVACY AND DATA PROTECTION

17.1 If you wish to make purchases using your Gift Card with online or ecommerce merchants, we will collect basic personal information in order for some online transactions to take place (merchants may require confirmation of some details in order to complete the transaction). Your personal information is used for this purpose only. Please see the Privacy Policy published at <https://prepaymentsolutions.com/legal> for full details on the personal data that we hold, how we will use it and how we will keep it safe.

17.2 If you allow or give consent to an Authorised Account Information Service Provider to access your Account to provide their services to you, you should know that we have no control over how an Authorised Account Information Service Provider will use your information nor will we be liable for any loss of information after an Authorised Account Information Service Provider have access to your information.

## 18. COMPLAINTS

18.1 If you have any complaints about your Gift Card you must notify us by contacting Customer Services. All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you. If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 0234567). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 19. COMPENSATION

19.1 The Gift Card is not covered by the Financial Services Compensation Scheme. No other compensation schemes exist to cover losses claimed in connection with the Gift Card. We will however safeguard your funds so that if we become insolvent the electronic money issued by us is protected.

## 20. LAW

20.1 English law applies to this Agreement. You and we agree the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to this Agreement.

20.2 This Agreement is available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.

## 21. ASSIGNMENTS

21.1 The Gift Card may only be used by the purchaser or any person to whom they transfer their rights under this Agreement. The purchaser or the person to whom the Gift Card has been given must sign the Gift Card and becomes subject to this Agreement. Once you sign the Gift Card, it is for your use only and you are wholly responsible for the use of the Gift Card according to this Agreement.

## 22. CONTACTING CUSTOMER SERVICES

By Telephone	Via Email	Write to us
0333 6002244 Lines are open between 8.00am- 7.00pm UK time Monday to Friday except on bank holidays, or 9.00am - 5.00pm on Saturday	<a href="mailto:Customerservices@ppsecure.myvanillagiftcard.com">Customerservices@ppsecure.myvanillagiftcard.com</a>	PO Box 3883, Swindon, SN3 9EA

ONLY if Gift Card is registered - a lost and stolen Gift Card service is available 24 hours a day on the Customer Services phone number.