

11.5 Where you or any Additional Cardholder have lost or had your Card or Additional Card stolen or failed to keep the security features of your Card or Additional Card safe in accordance with the Terms and Conditions, your maximum liability will be limited to US\$70, EU€60, GB£50, AU\$70, CA\$70, NZ\$90 and ZAR500 (depending on the currency of the Card), unless you or any Additional Cardholder have acted fraudulently or have with intent or gross negligence failed to comply with the Terms and Conditions, in which case you may be liable for the entire loss.

11.6 Subject to clauses 11.2, 11.4 and 11.5, where it is determined that you are not liable for an unauthorised transaction, you will not be liable for any of the loss incurred and we will refund the value of that transaction immediately and will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you have disputed has been authorised by you or on your behalf, we will not refund the value of the transaction and we may charge you an investigation administration fee of up to US\$70, EU€60, GB£50, AU\$70, CA\$70, NZ\$90 and ZAR500 (depending on the currency of the Card).

12 Replacement Cards

12.1 If the Card (or any Additional Card) is lost, stolen or damaged you can request a replacement by attending in person at the Retail Location or arrange for a replacement to be sent to your UK home address by calling Card Services. Prior to the issue of a Replacement Card you may be asked to produce proof of identification.

12.2 If you are abroad or if for any other reason the Retail Location is unable to provide a replacement, you may contact us at Card Services and we will arrange for emergency funds to be made available from various worldwide outlets (subject to availability).

13 Ending this Agreement

13.1 Subject to clause 13.8, this Agreement shall terminate in the event of the expiry of the Card or the expiry of any Additional Card. The date of such termination under this clause 13.1 shall be deemed the Termination Date.

13.2 Subject to clause 13.4, we may end this Agreement prior to the Termination Date by giving you at least two (2) months notice by letter or by email to the contact details you provide to us.

13.3 You may end this Agreement at any time by writing to or emailing Card Services, in which case this Agreement will end on the day we receive your communication. This Agreement will continue until you have made any payments due to us.

13.4 The ending of this Agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 8.

13.5 We may ask for the return of the Card or any Additional Card and end this Agreement, with or without notice, if you or any Additional Cardholder break any important term and fail to remedy it.

13.6 Once the Agreement has ended in accordance with these Terms and Conditions, you (or any Additional Cardholder) will no longer be able to use the Card or any Additional Card and you should destroy them.

13.7 The provisions of clause 8.4 shall survive termination of this Agreement.

13.8 For the purposes of clause 13.1(i), the expiry of the Card shall mean the expiry of the initial Card issued to you under this Agreement (including any Replacement Card). In the event your initial Card expires and you have an active Additional Card, you may request a new Card and Additional Card. Please visit www.cashpassport.com for a reminder of your expiry date.

14 Changing the terms

14.1 We may change these Terms and Conditions (including bringing in new terms, changes in the fees and the services we offer) at our discretion by giving you at least sixty (60) days notice by letter or by email to the contact details you provide to us. The latest version of the Terms and Conditions shall be available on www.cashpassport.com

14.2 If we give you notice and you are dissatisfied with any change you can end the Agreement and request us to close the Account by writing to, or emailing us and we will refund any unspent balance on the Account.

15 Personal Data (important information about your privacy)

15.1 By purchasing the Card you consent to us (or our service providers) processing your Personal Information in connection with the provision of Card Services in accordance with this Agreement.

15.2 You must notify us immediately of any change to your personal details by accessing the Account on My Account and typing the relevant changes yourself or by contacting Card Services. We will not be responsible if you do not receive any notice or correspondence that has been sent to the contact details you have provided to us.

15.3 You may be required to provide information to us or our Retail Location (including evidence of identity) when purchasing the Card or adding additional funds to the Card.

15.4 We will take all reasonable precautions to keep Personal Information secure and protect it under our (or our service providers') security policies and procedures.

15.5 Your Personal Information may be disclosed by us to third parties (including the Programme Manager and other third party providers) to enable us to provide the Card Services, to monitor compliance with these Terms and Conditions and for data analysis, anti-money laundering, detection of crime, legal compliance, enforcement and fraud prevention purposes. We may also disclose Personal Information to collection agencies and professional advisers in the event that we seek to recover any monies that you owe to us.

15.6 Your Personal Information will be shared with our service providers but only to the extent necessary for those parts of the services they are contracted to provide.

15.7 You agree we may contact you about other products or services provided by the Programme Manager and its affiliates. If you no longer wish to receive information about these products or services then please contact Card Services.

15.8 Your Personal Information may be processed outside country of purchase (which may be outside the European Economic Area) but all service providers are required to have adequate safeguards in place to protect your Personal Information.

15.9 Personal Information will not be shared or used for any other purpose except as stated above unless we are required, or permitted to do so, as a result of any government laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under these Terms and Conditions.

15.10 You are entitled to ask us in writing to supply you with any Personal Information that we hold about you. We will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice.

15.11 There may be certain transactions containing information that you do not wish us to see, have or use. If this is the case, you should pay by other means and not use the Card.

15.12 To aid us in the provision of the Card Services, in the interests of security and to help us maintain and improve our service, telephone calls may be recorded and/or monitored.

16 Our Liability to You

16.1 Unless otherwise required by law or as set out in this Agreement, we will not be liable to you in respect of any losses you or any third party may suffer in connection with the Card, except where such losses are due to a breach by us of this Agreement or due to our negligence.

16.2 We will not be liable to you for disputes concerning the quality of goods or services purchased from any merchant that accepted your Card or any additional fees charged by the operator of these terminals (for example when you withdraw currency from an ATM, the ATM provider may charge you an additional fee for the service).

16.3 Nothing will limit our liability to you for death or personal injury arising out of our negligence or our fraud, or insofar as any limitation or exclusion of liability is prohibited by law.

17 Third Party Rights

Except for any party referred to in clause 18 below, nothing in these Terms and Conditions gives any third party (including any Additional Cardholder) any benefit or right (including any enforcement right).

18 Transferring our rights

We may assign any of our rights and obligations under these Terms and Conditions to any other person or business, subject to such party continuing the obligations in these Terms and Conditions to you.

19 Law, Jurisdiction and Language

These Terms and Conditions and any disputes, which arise under them, shall be exclusively governed and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts. We undertake to communicate with you in English regarding any aspect of your Card or the Account. These Terms and Conditions are written and available only in English.

Communication with You

We may contact you by letter or email, using the contact details you provide to us. On-line information on My Account will be provided via the internet site.

Contact Us

If you have any queries regarding the Card, please refer to www.cashpassport.com. If you have any further queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Account or you require information about your Personal Information please contact Card Services.

We can be contacted using the details in the 'Contact us' section of the user guide or by writing to Card Services, Access Prepaid Worldwide Ltd, Worldwide House, Thorpe Wood, Peterborough, PE3 6SB, England.

Any notice sent by either party under this Agreement by email shall be deemed given on the day the email is sent, unless the sending party received an electronic indication that the email was not delivered; and if by post, shall be deemed give three (3) Working Days after the date of posting.

We will try to resolve any problems as quickly as possible and in accordance with our complaints procedure, which can be found on www.cashpassport.com or is available on request. If your query is not dealt with to your satisfaction, you may be able to refer it to the UK Financial Ombudsman Service, an independent body established to adjudicate on eligible disputes with financial firms. Their address is: South Quay Plaza, 183 Marsh Wall, London, E14 9SR; Telephone 0845 080 1800; Email: complaint.info@financialombudsman.org.uk. You can find more information on the UK Financial Ombudsman Service on their website: www.financial-ombudsman.org.uk.

The Card Issuer and the Programme Manager of the Card

Cash Passport is issued by R. Raphael & Sons plc (Company Registration No. 1288938) with its head office and registered office at Albany Court Yard, 47/48 Piccadilly, London, W1J 0LR, England. We are a Bank, authorised by the UK Prudential Regulation Authority and regulated by the UK Financial Conduct Authority and the UK Prudential Regulation Authority under registration number 161302 and are permitted to issue e-money. The Programme Manager administers and services the Card on our behalf and is available to give you support if you have any queries or complaints.

Compensation

This Card is an electronic money product and although it is a product regulated by the UK Financial Conduct Authority and the UK Prudential Regulation Authority, it is not covered by the UK Financial Services Compensation Scheme or any other compensation scheme. However, in order to provide protection to you, the funds held in respect of the Card are held by us, an issuing bank authorised by the UK Prudential Regulation Authority and regulated by the UK Financial Conduct Authority and the UK Prudential Regulation Authority, on trust, to ensure the funds are safeguarded in the unlikely event of insolvency.

CO-OP CASH PASSPORT™

TERMS AND CONDITIONS