

# ASAP Card

## TERMS AND CONDITIONS

Dated December 2016

### DEFINITIONS

“**Agreement**” means these Terms and Conditions,

“**Available Funds**” means at any given time any unspent funds loaded onto Your Card which is available to pay for transactions and fees and charges payable under this Agreement.

“**Card**” or “Pre-paid MasterCard® Card” means an electronic money card issued by Us to You.

“**Commencement Date**” means the date You commence using the Card or activate it.

“**Expiry Date**” means the date printed on Your Card which is the date Your Card will cease to work.

“**Fee**” means any fee payable by the Primary Cardholder as shown in Condition 22 and on Our Website.

“**KYC**” means Know Your Customer and defines a process by which additional customer identification verification is carried out to allow additional features and functions on Your card.

“**PIN**” means Your unique personal identification number which is provided to You for use with Your Card.

“**We**”, “**Us**” or “**Our**” means PSI-Pay Limited or Card Compact Limited (CCL) acting on its behalf.

“**Business Day**” means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in the UK.

“**You**” or “**Your**” refers to the cardholder.

“**Website**” means this Website [www.asapworld.net](http://www.asapworld.net) describing the specific features, terms, conditions and fees that apply to Your Card.

### 1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

1.1 This Agreement sets out the general Terms and Conditions that apply to the Prepaid Card, this document forms an Agreement between You and Us governing the possession and use of the Card. By using the Card or activating it (see Condition 2.3 below) You agree to the Terms and Conditions in the Agreement. Copies of this Agreement can be found on the Website or by contacting Our Customer Services team in accordance with Condition 15.

1.2 Cards are issued by PSI-Pay Limited pursuant to a license from MasterCard International Incorporated. PSI-Pay Limited is regulated and authorised by the Financial Conduct Authority of the United Kingdom under the Electronic Money Regulations 2011 (register reference 900011) for the issuing of electronic money and registered in England & Wales. Registered Office: Afon Building, Worthing Road, Horsham, West Sussex, England RH12 1TL. Registered No. 5899168. At all times the Card remains the property of PSI-Pay Limited. All communications should be sent to Card Compact Ltd., 483 Green Lanes, London N13 4BS, United Kingdom.

1.3 The production of the Cards and the technology systems required to operate the Cards are provided by Card Compact Ltd., registered in, 483 Green Lanes, London N13 4BS United Kingdom. Card Compact also provides customer support for Cards as set out in Condition 15 below.

1.4 This Agreement will commence on the Commencement Date and will terminate in accordance with Condition 10. This Agreement and all communications between Us and You shall be in the English language.

1.5 In some cases, the ASAP Prepaid MasterCard Card will be distributed by one of Our commercial partners, for example in exchange for electronic goods. Whilst Our commercial partner may distribute the Card, this agreement is separate and distinct from any agreement You may have with Our commercial partner.

1.6 The following policies, as amended from time to time, are incorporated into and form part of these Terms of Use:

CCL Privacy Policy  
CCL Complaints Policy

## **2. CARDS**

2.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept MasterCard cards. It is designed for use in shops and retail locations where You are physically present. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure.

2.2 The Card is an electronic money (“e-money”) product, regulated by the Financial Conduct Authority (“FCA”), England. It is a prepaid card not a credit card and is not linked to Your bank account. You must ensure that You have sufficient Available Funds on the Card to pay for each purchase, payment or cash withdrawal using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check Our Website or Condition 8 of this Agreement for further information.

2.3 When You receive Your Card, it will be issued to You in an inactive state. You will need to activate it by referring to the Website and following the instructions for activation prior to use. If You don’t activate Your Card, any transactions that You attempt to carry out may be declined.

## **3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS**

3.1 The Card is a financial services product, and We are therefore required by law to hold certain information about Our customers. We use this information to administer Your Card, and to help Us identify You and Your Card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see Condition 17 for more information.

3.2 In order to obtain a Card, You must be at least 18 years old. We may require evidence of who You are and of Your address. We may ask You to provide some documentary evidence to prove this and/or We may carry out checks on You electronically.

3.3 When We carry out these checks, Your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on Your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse effect on Your credit rating.

3.4 The purchase of or use of the Card will indicate to Us that You consent to the checks described in this Agreement being undertaken.

3.5 Where permitted, You may request additional Cards linked to Your Card or account. You authorise Us to issue Cards and PINs to the additional cardholders and You authorise each additional cardholder to authorise transactions on Your behalf. You remain responsible for any fees, transactions, use or misuse of any Card or additional Card requested by You.

3.6 This agreement also applies to any additional Cards and cardholders that You have arranged. It is important that You communicate this agreement to any additional cardholders before they start using the Card.

## **4. FEES AND CHARGES**

4.1 The fees and charges associated with this Card form an integral part of these Terms and Conditions. All fees and charges may be found in Condition 22 as well as on Our Website or issued to You upon request by emailing Customer Services support@cardcompact.com. All fees and charges shall become applicable:

4.1.1 as of the date of use of the Card; or

4.1.2 if You do not cancel Your Card in accordance with Condition 9.1 of these Terms and Conditions.

## **5. HOW TO USE THE CARD**

5.1 A Card may only be used by the person to whom the Card was issued. The Cards are otherwise non-transferable, and You are not permitted to allow any other person to use the Card, for example by disclosing Your PIN or allowing them to use Your Card details to purchase goods via the internet. Prior to use, the Card should be signed on the signature strip located on the back of the Card.

5.2 We will be entitled to assume that a transaction has been authorised by You, where either:

5.2.1 the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;

5.2.2 the Card PIN was entered or a sales slip was signed; or

5.2.3 relevant information was supplied to the retailer that allows them to process the transaction, for example providing the retailer with the 3-digit security code on the back of Your Card in the case of an internet or other non face-to-face transaction.

5.2.4 Your card is tapped against a Contactless-enabled reader and accepted by such reader.

5.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (MasterCard network). Once We have received notification of Your authorisation to proceed with the transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with Conditions 12 and 13.

5.4 On receipt of notification of Your authorisation, normally We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. The retailer or service provider that has accepted Your Card for payment will normally receive payment within 3 Business Days.

5.5 The card can only be used for transactions where authorisation is sought and given at the time of the transaction. Offline transactions are not permitted at any time.

5.6 Under normal circumstances, if any payment is attempted that exceeds the Available Funds on the Card the transaction will be declined. In certain circumstances, a transaction may take Your Card into a negative balance – this will normally be where the merchant has failed to seek authorisation for the transaction. In these cases, We will attempt to recover some or all of the money from the merchant if We can, providing that We are satisfied that You have not deliberately used the Card in the manner that would result in a negative balance. We will deal with such instances on a case by case basis, but where there is a negative balance on Your Card, We may require You to make up the shortfall and, until there are Available Funds on Your Card, We may restrict or suspend the use of Your Card.

5.7 The Card may be used in full or part payment for purchases. In the case of part payment, the cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit card or credit card.

5.8 If You use Your Card for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated in by the MasterCard scheme network at a rate set by MasterCard International Incorporated. The exchange rate varies throughout the day and is not set by Us, therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. You can ask Us for information about the exchange rate used after the transaction has been completed by contacting Our Customer Services team in accordance with Condition 15. We will also add a foreign exchange charge to Your transaction. Details of the rate applied may be found in Condition 22 as well as on Our Website.

5.9 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – We may be unable to receive or complete transactions.

5.10 There are numerous options enabling you to load your card. The available options are shown in Condition 23 as well as on the FAQ section of the web site

5.10.1 Funds can be loaded to the card online via the customer portal or via the nominated intermediary bank.

5.10.2 The minimum initial load value is €10.00, you can top up your card up to 3 times a day, the maximum single load value can vary from €500 to €2,500 and will depend on the level of identification provided. Please refer to the FAQ section of the website for more details.

5.10.3 The maximum amount that may be loaded to your card annually can vary from €2,500 to €50,000 and will depend on the level of identification provided. Please refer to the FAQ section of the website for more details.

5.10.4 Under certain conditions, the load may be delayed before it can be applied to Your card. Refer to the “How can I upload Funds” FAQ section of the website for specific details.

5.11 You are able to use Your card to enable Contactless transactions. When using Your card for Contactless transactions a maximum limit will apply. The limit is regulated by MasterCard and may vary from time to time. We will advise You what the limit is and of any changes to the limit on our Website.

## **6. RESTRICTIONS ON USE OF CARD**

6.1 You must ensure that You have sufficient Available Funds on Your Card to pay for each purchase, payment or cash withdrawal using the Card. The amount that is allowable for transactions is shown in Condition 24 as well as on FAQ section of the web site. Increased limits and certain functions may require additional identity checks be performed on the cardholder before they can be allowed. Full details will be found in the FAQ section of the web site.

6.2 The Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

6.3 The Card may not be used for pornographic websites or for any illegal purposes.

6.4 We may restrict or suspend use of Your Card without notice if We identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to the Card, if We believe You have not complied with these Terms and Conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Card.

6.5 Unless it would be unlawful for Us to do so or it is impracticable for Us to do so, where We stop or suspend the use of Your Card in accordance with Condition 6.4, We will notify You of this and Our reasons for doing so, by sending an email to the email address You provided Us with when You obtained the Card,. Where it is not possible to notify You before We stop or suspend the Card, We will notify You as soon as possible after We have stopped or suspended the Card.

6.6 The Card may only be loaded via channels that We approve. The type and nature of these load channels will depend on the commercial relationship We have with Our partners. We will describe these load channels applicable to Your Card on the Website, however should You have any questions about ways to load Your Card please contact Our Customer Services team in accordance with Condition 15.

## **7. MANAGING YOUR CARD**

7.1 You may check the balance and Available Funds on Your Card or view a statement of recent transactions by visiting the Website or alternatively You may call Our Customer Services team for this information in accordance with Condition 15 below.

## **8. EXPIRY OF THE CARD**

8.1 Your Card will expire on the Expiry Date. On that date, subject to Condition 8.2 below, this Agreement will terminate in accordance with Condition 10, the Card will cease to function and You will not be entitled to use the Card.

8.2 In some cases, We may issue a new Card to You shortly before the Expiry Date, however We are not obligated to do so, and may elect not to issue a replacement Card at Our sole discretion.

8.3 Any arrangements for the issue of a replacement Card in accordance with Condition 8.2 above, will be described on the Website. The “cooling off” period described in Condition 9 will not apply to any replacement Card issued by Us.

## **9. COOLING OFF AND REDEMPTION PROCEDURE**

9.1 You are entitled to a 14-day “cooling off” period from the Commencement Date during which You may cancel Your Card. Should You wish to cancel Your Card and this Agreement during the “cooling off” period, please return the Card to Us at Card Compact Limited, Am Schanzl 10, Passau 94032, Germany, unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made to You. **Note that You will not be entitled to a refund of any fees if You have used Your Card during the 14-day “cooling off” period.**

9.2 Following the end of the “cooling off” period in Condition 9.1 above, You may terminate this Agreement and or redeem some or all of the Available Funds on the Card by contacting Our Customer Services team in accordance with Condition 15. Where You request this, You may be charged a redemption and cash-out fee in accordance with Condition 4. We will deduct any redemption and cash-out fee payable to Us from the Available Funds on the Card and will normally make an electronic transfer to a bank account that You nominate for the amount of the remaining Available Funds on the Card following the deduction of the redemption and cash-out fee. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, if Your Card is not in good standing, or if there are insufficient Available Funds to cover any pending transactions, the redemption and cash-out fee.

9.3 If You request redemption of the entire remaining balance in accordance with Condition 9.2, We will assume that it is Your intention to terminate this Agreement and will cancel Your Card.

## **10. TERMINATION OF THIS AGREEMENT**

10.1 This Agreement will terminate on the earliest of:

10.1.1 3 years from the date on which You accept this Agreement in accordance with Condition 1.1;

10.1.2 subject to a replacement Card being issued to You in accordance with Condition 8.2, on the Expiry Date of Your Card;

10.1.3 a request for cancellation by You and or redemption by You of the entire remaining balance on Your Card in accordance with Condition 9.2 above; or

10.1.4 in the circumstances set out in Condition 10.2 below.

10.2 We may terminate this Agreement:

10.2.1 if You breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use Your Card or any of its facilities in a manner that We believe is fraudulent or unlawful;

10.2.2 if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives;

10.2.3 if You fail to pay fees or charges that You have incurred or fail to put right any shortfall on the balance of Your Card; or

10.2.4 if there is no activity on Your Card for a period of 3 consecutive months or more.

10.3 If the Agreement terminates We will cancel Your Card and You must tell Us as soon as practicable what You want Us to do with any unused Available Funds on Your Card.

## **11. KEEPING YOUR CARD AND DETAILS SAFE**

11.1 We will assume that all transactions entered into by You with Your Card or Card details is made by You unless You notify Us in accordance with Condition 12.1.

11.2 You are responsible for keeping Your Card and its details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction. You should be happy that the retailer or service provider is genuine and has taken adequate steps to safeguard Your

information before proceeding with the transaction and supplying them with the physical Card or details.

**11.3 You must keep Your PIN safe at all times.** This includes:

11.3.1 Memorising Your PIN as soon as You receive it, and destroying the letter or other document on which We provided the PIN to You immediately. If You need to write down Your PIN in order to help You remember it, You must make sure it is well disguised;

**11.3.2 Never writing Your PIN on Your Card or on anything You usually keep with Your Card;**

11.3.3 **Keeping Your PIN secret at all times**, including by not using Your PIN if anyone else is watching; and

11.3.4 Not disclosing Your PIN to any person, except that You may disclose the PIN orally (but not in writing) to a person authorised to use Your Card.

Failure to comply with this may be treated as gross negligence and may affect Your ability to claim any losses. **NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING.** This includes printed messages, e-mails and online forms.

## **12. LOST, STOLEN OR DAMAGED CARDS**

12.1 If You lose Your Card or it is stolen or damaged please notify Us immediately by telephoning Our Customer Services team on 0049 01805 666026 in accordance with Condition 15 of this Agreement. You will be asked to provide Your Card number and other information to verify that You are the authorised cardholder. Following satisfactory completion of the verification process, We will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use.

12.2 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy certain security checks, We may issue a replacement Card and/or PIN to You. Certain fees may apply for the re-issue of a lost or stolen card, please see Condition 4 for further details. The “cooling off” period described in Condition 9 does not apply to replacement Cards.

12.3 If We believe You have acted fraudulently, or if We believe You have intentionally or with gross negligence failed to keep Your Card or its details safe at all times, We will hold You liable for all transactions and any associated fees. Subject to this, We will limit Your liability to £50 (or the equivalent in the currency of Your card) for any unauthorised transactions, where You have notified Us in accordance with Condition 12.1.

## **13. PURCHASES FROM RETAILERS**

13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.

13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach Us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to Your Card.

## **14. TRANSACTION DISPUTES**

14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, You must contact Our Customer Services team without undue delay - as soon as You notice the problem. Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form.

14.2 We will refund any unauthorised or incorrectly executed transaction immediately unless We have reason to believe that the incident may have been caused by a breach of the Agreement, through gross negligence or where We have reasonable grounds to suspect fraud. We shall not be held liable for a transaction that has been incorrectly executed if You have failed to notify Us of a problem without undue delay – in those circumstances, You may be held liable.

14.3 If Our investigations show that any disputed transaction was authorised by You or You may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction.

14.4 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use – We refer to this as a “hanging authorisation” or “block”. In these cases, You will need to contact Our Customer Service team in accordance with Condition 15 and present relevant evidence to show that the transaction has been cancelled or reversed.

14.5 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:

14.5.1 if We are concerned about the security of Your Card or We suspect Your Card is being used in a fraudulent or suspicious manner;

14.5.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;

14.5.3 if there is an outstanding shortfall on the balance of Your Card;

14.5.4 if We have reasonable grounds to believe You are acting in breach of this Agreement; or

14.5.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

14.6 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with Condition 14.5 above, We will notify You as soon as reasonably practicable, that it has been refused and the reasons why it has been refused, together where relevant, with the procedure for correcting any factual errors that led to the refusal. We may charge You each time We notify You that Your payment request has been refused.

14.7 You may claim a refund for a transaction that You authorised provided that:

14.7.1 Your authorisation did not specify the exact amount when You consented to the transaction; and

14.7.2 The amount of the transaction exceeded the amount that You could reasonably have expected it to be (taking into account Your previous spending pattern on the Card, the Terms and Conditions and the circumstances of this case).

Such a refund must be requested from Our Customer Services team within 8 weeks of the amount being deducted from the Card. We may require You to provide Us with evidence to substantiate Your claim. The refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

14.8 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.

## **15. CUSTOMER SERVICES**

15.1 Our Customer Services team are normally available 24 hours a day, 7 days a week. During these hours We will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business opening hours. You can contact Our Customer Services team by the following methods:

- telephoning 09001 666006, abroad 0049 1805 666026
- emailing: support@cardcompact.com
- writing to Card Compact, 483 Green Lanes, London N13 4BS

15.2 Our business opening hours are Monday to Friday, 9am to 5pm Central European Time (Typically GMT +1 hour). Correspondence received after the close of business on a particular day will be treated as having arrived on the following business day.

## **16 Complaints**

16.1 Our Complaints Policy forms part of these Terms and Conditions and we would ask you to review the policy prior to agreeing to these Terms and Conditions.

16.2. Complaints about CCL or the services we provide should be communicated to us in the first instance by contacting the Customer Support team. Please state that you wish to make a complaint so that we are able to distinguish this from a query. We will confirm receipt of your complaint within 5 business days.

16.3. In order to make sure that your complaint can be investigated and resolved as quickly as possible, please make sure you give us the following information:

- Your name, address and account number,
- A clear description of your concern or complaint,
- Tell us what you would like us to do to put it right,
- Copies of any relevant documents (for example emails sent by or to you),
- An email address and a daytime telephone number where we can contact you.

CCL will work with you to try to resolve your complaint immediately. We need to understand exactly what the problem is - the more information you can give us the better.

16.4. If you would like a copy of CCL's Internal Complaints Handling Procedures then please request a copy from [support@cardcompact.com](mailto:support@cardcompact.com).

16.5. If, at the end of the CCL procedures, you are still unhappy then you can request a review from the UK's Financial Ombudsman Service (FOS). The Financial Conduct Authority (FCA) has established the Financial Ombudsman Service to perform independent reviews on any eligible complaints made by Account holders which companies like CCL are unable to resolve to the consumer's satisfaction.

15.4 If, having exhausted Our complaints procedure, You remain unhappy, You may contact the UK Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR. Telephone: 0800 0234567 (free on most lines) and e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## **17. LIMITATION OF LIABILITY**

None of the organisations described in Conditions 1.2 and 1.3 will be liable for:

17.1.1 any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;

17.1.2 the goods or services that You purchase with Your Card;

17.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or

17.1.4. any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event the liability of the organisations described in Conditions 1.2 and 1.3 will be limited to the balance of the Card at the time that the event occurs. In addition to the circumstances in Condition 16.1, Our liability shall be limited as follows:

17.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or, at Our choice, repayment to You of the Available Funds on Your Card; or

17.2.2 where sums are incorrectly deducted from Your Card due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.

17.3 In all other circumstances of Our default, Our liability will be limited to repayment of the amount of any Available Funds on the Card.

17.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have which We are not permitted to exclude or limit, or Our liability for death or personal injury.

17.5 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with these Terms and Conditions, for illegal purposes, or if You have allowed Your Card or details to be compromised due to negligence You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.

17.6 The UK FSCS Deposit Guarantee Scheme does not apply to Your Card. This means that in the unlikely event that PSI-Pay Limited became insolvent, Your Card may become unusable and any funds associated with Your Card may be lost. By using Your Card and by entering into this Agreement You are indicating that You understand and accept these risks.

17.7 As a responsible e-money issuer We take the security of Your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via Your Card. In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns You might have. Please contact Our Customer Services team for further information.

## **18. YOUR PERSONAL INFORMATION**

18.1 We collect certain information about the purchaser and the users of the Card in order to operate the Card programme. Card Compact Limited and PSI-Pay Limited are Data Controllers of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act 1998 (UK).

18.2 We may transfer Your data outside the EU to Our commercial partners where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer data outside the EU, We will take steps to ensure that Your data is afforded substantially similar protection as data processed within the EU. Please be aware that not all countries have laws to protect data in a manner equivalent to that of the EU. Your use of Our products and services will indicate to Us that You agree to the transfer of Your data outside the EU. You have the right to object to the processing of Your data and to its transfer outside the EU on compelling legitimate grounds.

18.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.

18.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to Us. Where legally permitted, We may charge for this service.

## **19. CHANGES TO THESE TERMS AND CONDITIONS**

19.1 These Terms and Conditions may be changed or amended by Us at any time for legal, regulatory, commercial or security reasons or to enable the proper delivery of or to improve the delivery of the Card scheme.

19.2 If any changes are made they will be publicised on Our Website <https://money.asapmarkets.com> 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Terms and Conditions will be made available on Our Website at all times and will be available on request.

19.3 It is Your responsibility to check the Website regularly for changes to Our Terms and Conditions. We will assume that You have done so, and will be entitled to assume You have accepted any changes to these Terms and Conditions if You have not notified Us that You do not accept the change prior to the date the change takes effect and continue to use the Card. If You do not accept a change, You may end this Agreement in accordance with Condition 10.

## **20. LAW AND COURTS**

20.1 The laws of England and Wales apply to these Terms and Conditions and to Our dealings with You and will be subject to the non exclusive jurisdiction of the courts of England and Wales.

## **21. ASSIGNMENT**

21.1 We may assign the benefit and burden of this Agreement to another company at any time by giving You 2 months' notice of this. If We do this, Your rights will not be affected.

## **22. FEES**

### **Card Purchase fees**

Card Purchase/Replacement Card €20

### **Retail Purchase fees**

Retail purchase Transaction - Italy Free

Retail purchase Transaction - Outside Italy €1.50

### **ATM Fees**

ATM withdrawal -Italy (of amount withdrawn) 1.25% (min €3.00)

ATM withdrawal -Outside Italy (of amount withdrawn) 1.50% (min €3.00)

Over the Counter Cash Advance 2% minimum €9

ATM Balance enquiry € 0.99

ATM failed transaction €0.50

PIN change €3.00

### **IVR/SMS/Email fees**

SMS balance enquiry check €0.45

IVR PIN Inquiry (initial) Free

IVR PIN inquiry (subsequent) €1.50

Email Support - per enquiry €2

Live operator support (minimum of 3 minutes) €1

### **Additional Fees**

Monthly service Charge (all cards) €1.50

Foreign Exchange mark-up 2.99%

Inactivity fee (after 90 days of inactivity) €5

Monthly Expired Account Fee €5

Refund/Reverse payment/investigation fee €20

Administration fee €25

Chargeback fee €25

Account closure fee (Not Italy) €25

KYC Upgrade fee €15

### **Loading/to-up fees**

On Us load fee 0.5%

Bank transfer 1.50%

Card to card transfer "in" fee (Subject to KYC upgrade) € 2.50

Card to card transfer "out" fee (Subject to KYC upgrade) €2.50

Ukash 8% of transaction value

International Wire Transfer 3% of load value

SEPA transfer fee outgoing €15

## **23 Load Options**

The following load channels are available.

Bank and SEPA transfer

Money transfer

Card To Card transfer (subject to KYC upgrade)

Payments by third parties, e. g. for salary, commission, rental receipts,

Ukash Vouchers

Please note that, for security reasons, some inward payments must be retained and may not be made available to the cardholder for up to 14 days. Refer to the “How can I upload Funds” FAQ section of the web site for full details.

The following load limits will apply

	ASAP Easy Card	ASAP Club Card	ASAP Prestige Card
Maximum Daily load	500	2500	2500
Maximum Monthly load	1,000	15,000	20,000
Maximum Annual load	2,500	15,000	50,000
Maximum Balance	2,500	25,000	75,000
Card to Card transfer limit per day	0	1000	1000

#### 24 POS and ATM limits

	ASAP Easy Card	ASAP Club Card	ASAP Prestige Card
Retail Purchase maximum	€500	€5,000	€5,000
Retail Purchase (daily)	€500 (8 per day)	€6,000 (8 per day)	€6,000 (8 per day)
Retail Purchase other limits	€1,000 (31 days)	€12,000 (4 days)	€12,000 (4 days)
ATM Daily	€150 (3 per day)	€750 (3 per day)	€750 (3 per day)
ATM Other limits	€1,000 (Annual)	€3,200 (4 days)	€3,200 (4 days)

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