

These Terms of Use form an agreement between you and ClickandBuy International Limited regarding your MyWallet Cards Account. Our primary business is the issuance of electronic money and the provision of financial and non-financial services closely related to the issuance of electronic money. This Agreement describes each party's rights and responsibilities when you use one of ClickandBuy's services described herein.

## 1. YOUR RELATIONSHIP WITH US AND THESE TERMS OF USE

1.1 **You:** In order to use the ClickandBuy service (the "**Service**") you ("**You**" / "**Your**" or the "**Customer**") must be an individual that can enter into a legally binding contract under the laws of England and Wales or the jurisdiction where You reside, as appropriate. You may not use the Service and may not accept the Terms of Use if You are under the age of 18 or are not authorised to enter into such a contract. If, contrary to these requirements, You continue to create an account or use the Service, these Terms of Use will still apply.

1.2 **Us:** The ClickandBuy website (the "**Website**"), and the Service, is operated by ClickandBuy International Ltd ("**Us**" / "**We**" / "**Our**"), a company registered in England with company number 5661160 and with registered and head office at 6-9 Cynthia Street, London, N1 9JF, United Kingdom which offers an electronic money service in accordance with the applicable legislation of the United Kingdom of Great Britain and Northern Ireland. The Website address is [www.card.my-wallet.com](http://www.card.my-wallet.com).

1.3 **Contract:** When You create a MyWallet Cards Account (an "**Account**") You must accept these Terms of Use, which form a legally binding contract between You and Us governing Your Account and Your use of the Service (the "**Contract**"). You may not use the Service if You do not accept the Terms of Use.

1.4 **Acceptance:** You can accept the Terms of Use by: (a) clicking to accept the Terms of Use; or (b) for existing users, actually using the Service and You understand and agree that We will treat Your use of the Service as acceptance of the Terms of Use from that point onwards for each use of the Service.

1.5 The Terms of Use will be provided to You by supplying You with a link to the Website where the Terms of Use can be viewed. At any time during the term of the Contract You may also request Us to provide You with a copy of the Terms of Use by contacting Our Customer Care Team. An email will be sent to You which contains a copy of the full Terms of Use. The copy will be attached in a format that allows You to save and print the file.

1.6 **Start Date:** These Terms of Use begin on the day when We accept Your registration for the Service, after You have completed the Registration Process. We will notify You of Our acceptance of Your registration by email.

## 2. CHANGES TO THE TERMS OF USE

2.1 **Agreement changes:** These Terms of Use may be amended by Us from time to time by posting the amended Terms of Use on the Website. You will be given at least two months' notice of such changes by sending You an email containing a copy of the new Terms of Use and the proposed date of entry into force. You should make sure You review the current Terms of Use each time You use the Website and each time prior to initiating any transaction.

2.2 You understand and agree that You will be deemed to have accepted the changes to the Contract unless You notify Us to the contrary before they come into force. You have the right to terminate the Contract immediately and without charge before the proposed date of their entry into force.

## 3. COMMUNICATIONS AND NOTICES

3.1 **Contacting Us:** Should You wish to contact Us for any reason, We recommend directing Your query to Our MyWallet Cardservice Team ("**Customer Care**") by using the contact details published on the Website for Your country of residence. Contact details for Customer Care may vary depending upon a customer's location.

3.2 **Language:** These Terms of Use and all information are originally provided to You in English. If a document is translated into another language You agree that this is done for Your own benefit and if there are any discrepancies between the translated version and the English language version the text of the English language version shall prevail.

3.3 **Methods of communication:** Statements, notices and other communications to You may be sent to the mail or email address provided by You or by postings on the Website or other reasonable means. Any notices by either party under these Terms of Use by email shall be deemed given on the day the email is sent, unless the sending party receives an

electronic indication that the email was not delivered; and if by post, shall be deemed given three Business Days after the date of posting, where a "**Business Day**" is Monday to Friday, 09:00 – 17:00 (UK local time), excluding public holidays in the United Kingdom.

3.4 **Saving electronic information:** You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy, and information that is provided to You in an electronic format is provided under the assumption that You will be able to print or save such information.

3.5 **Our Address:** Any notices sent by You to Us should be sent by registered post to: ClickandBuy International Ltd, 6-9 Cynthia Street, London, N1 9JF, United Kingdom.

## 4. DESCRIPTION OF THE SERVICE

4.1 **General:** The Service allows You to use Your Account in the following ways:

- (a) to make purchases of internet content and services ("**Products**") from retailers ("**Merchants**") online using the Online Card or Pre-Payment Card;
- (b) to make purchases at authorised physical MasterCard® or Maestro® terminals ("**Points of Acceptance**") using the Pre-Payment Card and at authorised MasterCard® contactless or Maestro® contactless Points of Acceptance using an NFC Phone; and
- (c) to redeem credit from the credit balance in Your Account at its nominal value in cash at automated teller machines ("**ATMs**") using a personalised Pre-Payment Card.

For definitions of the terms Online Card, Pre-Payment Card and NFC Phone used in this section 4.1 please see section 4.2.

4.2 **Payment Instruments:** You may access the Service through any of the following payment instruments:

- (a) the "**Online Card**" – this means an online, virtual instrument through which online only transactions can be made;
- (b) the "**Pre-Payment Card (MyWallet Card)**" – this means a physical card which may be purchased on the Website or at designated outlets in order to make purchases online or at authorised physical terminals or to redeem credit from the credit balance in Your Account at its nominal value in cash at ATMs (only personalised Pre-Payment Cards, i.e. Pre-Payment Cards purchased on the Website, can be used at ATMs); or
- (c) the "**NFC Phone (MyWallet Card (digital) and MyWallet Sticker)**" – this means - any smart or mobile phone that is NFC enabled and provided with a MasterCard/Maestro compatible SIM card from Telekom Deutschland GmbH or - the NFC sticker provided to You by Us and which enables You to make payment for Products at authorised contactless Points of Acceptance; or
- (d) any other payment instrument as launched by Us and notified to You from time to time,

together referred to as the "**Payment Instruments**".

All Payment Instruments are MasterCard prepaid cards, this term including Maestro cards. Where Your Payment Instrument shows both the MasterCard logo and the Maestro logo, You may use it at Points of Acceptance of both systems, otherwise You may only use it at the Points of Acceptance of the respective system. Exceptionally Your Payment Instrument may be refused at certain Points of Acceptance, e.g. due to MasterCard restrictions or where no electronic authorisation for the transaction can be obtained. In the course of the order process You may choose amongst different Payment Instruments, which will be described in more detail and may be used under the MasterCard- and/or Maestro-system according to the technical equipment at the Point of Acceptance. None of the Payment Instruments operate as a credit card or debit card. Each Payment Instrument provides a means to access funds in Your Account and initiate transactions and does not hold a separate balance from Your Account. You may apply to hold one or more Payment Instruments under Your Account by ordering card bundles (see fee table) at any time.

4.3 **Electronic Money:** The Service is an electronic money service that provides You with an online account that stores monetary value. Funds held in Your Account are electronic money in accordance with the Electronic Money Regulations 2011. We are not a bank and We do not act as a trustee, fiduciary or escrow holder in respect of balances in Your Account, or as Your agent or the agent of any Merchant.

**4.4 Regulation:** We are authorised by the Financial Conduct Authority ("FCA") of the United Kingdom under the Electronic Money Regulations 2011 for the issuing of electronic money. We are listed on the FCA's register and Our firm reference number with the FCA is 900024.

**4.5 Non-UK regulation:** Where You use Your Account or the Service in a jurisdiction outside the United Kingdom, the regulatory system that applies will be different from that of the United Kingdom and this may be to Your disadvantage. You may not be entitled to benefit from the same protections or complaints arrangements under a non-UK system of regulation.

**4.6 Withdrawal of balance:** The balance of Your Account can be withdrawn at any time by You, subject to Our withdrawal requirements in section 11 below and as set out in the fee table, and (in the case of a personalised Pre-Payment Card) at ATMs through the consent process described in section 9.1(c). You will only be able to make ATM withdrawals after a minimum of 48 hours following a credit to your account.

**4.7 Our Fees and Charges:** We will charge You the fees set out in the fee table in connection with transactions made in relation to Your Account (including funding, purchasing, currency exchange and withdrawal transactions). We will also charge You certain Account or Payment Instrument administration fees set out in the fee table, including in relation to the provision of Payment Instruments, the exchange of Payment Instruments on Your request such as in connection with the switching or bundling of Your Payment Instruments, ongoing management of inactive accounts, failed payments and debt collection. All fees will be charged in the currency of Your Account and You agree that We may debit by way of set-off from Your Account any fees, charges or other amounts owing to Us and payable by You in connection with the Service.

**4.8 Changes to fees:** We may change the fee table from time to time by updating it on the Website. We will notify You of any such change in line with section 2 of these Terms of Use.

**4.9 No expiry date:** The monetary value stored in Your Account has no expiration date, although from a point 6 years after Your Account is closed and these Terms of Use are terminated, We are not required to redeem monetary value in Your Account to You.

**4.10 Authentication:** We may seek to authenticate the details of any payment method provided by You by making a credit to or a reservation of a small amount of money from the particular payment method. You may incur charges from the provider of the respective payment method in these circumstances, but We will not be liable for any such charges.

**4.11 No interest:** The Electronic Money Regulations 2011 prohibit Us from paying You interest. Accordingly Your Account balance will not earn interest.

**4.12 Maximum Execution Time:** The time for a payment transaction to be executed is one Business Day after the date of the transaction.

**4.13 Accessing the Service:** Subject to the disclaimer in section 14.3, it is possible to execute payment transactions or access the Service at any time of day. Withdrawal requests will usually be processed during a Business Day. Withdrawal requests, except for those made at an ATM, received after 17:00 will be treated as taking place on the following Business Day.

## 5. ACTIVATING YOUR ACCOUNT

**5.1 Activating Your Account:** In order to use the Payment Instruments, You must activate Your Account by completing the online application process. In the course of the online application process Your mobile phone number will be verified. To get the verification code / activation code to verify Your Account, Your mobile phone must be able to receive an SMS. Furthermore You will either be requested to assign an arbitrary PIN code for Pre-Payment Card or NFC Phone payments during the online application process, or We may let You have a PIN code under separate cover. You must not keep the PIN code together with or note it on the Payment Instrument. Further, the following additional activation process applies to the MyWallet Card and the MyWallet Sticker: Once You have received Your MyWallet Card or Your MyWallet Sticker and prior to its first use, You will have to activate it. To do so, please visit the Website [www.card.my-wallet.com](http://www.card.my-wallet.com). Log in with Your user name and password (as created during Your registration for the Service). Under "My Cards" You may conduct the activation.

**5.2 Accuracy of Information:** You must provide Us with accurate and up to date information and must not provide any false, inaccurate, incomplete or misleading information or any data that You are not legally authorised to use. You must notify Us of

any changes to the details You provided in the application process by contacting Us through the Website. We may ask for further information about You at any time and Your failure or refusal to provide such information may result in a limitation on usage of the Service or suspension of Your Account. Any limitation or suspension of the provision of the Service will be notified to You, unless prohibited by law.

**5.3 Spending and Redemption Limits:** Subject to section 5.4, the following limits apply to Your use of Your Account:

- (a) The total pre-paid amount that can be uploaded to Your Account within one year is EUR 500; and
- (b) Your Account is subject to a EUR 250 limit on the total amount that can be redeemed from Your Account per day.

**5.4** Where You hold both an Account and a ClickandBuy e-wallet account (i.e. an account operated under the "ClickandBuy Account Terms of Use"):

- (a) The total pre-paid amount that can be uploaded to Your Account within one year is EUR 500; and
- (b) The total amount that can be transacted on Your ClickandBuy e-wallet account within one year is EUR 2,000.

**5.5** These limits are applied to allow Us to make Your Account and the Service available to You using a simplified due diligence process as permitted by the Money Laundering Regulations 2007. We will notify You when You reach these limits. You will not be able to effect transactions or make redemptions in excess of these limits without taking the additional steps We require of You to help Us verify Your identity. Accordingly We reserve the right to hold the funds in Your Account until necessary security checks have been undertaken.

**5.6** We may apply other spending limits to Your Account from time to time at Our reasonable discretion. The Payment Instruments We issue to You are subject to the usage limits notified to You in the "FAQ" section of Our Website. These limits may apply to a number of operational functions so it is important You are aware of them. The limits may apply to (without limitation) maximum account balances, transfer and transaction spend limits, maximum and minimum upload amounts (which may vary depending on means of payment) and maximum ATM cash withdrawal limits. From time to time We may notify and agree with You changes to these limits. Should You wish to apply for an increase in spending limits, please contact Our Customer Care team using the contact details for Your country of residence as supplied on the Website.

**5.7 One Account only:** You may only open one Account and We may close Accounts of any Customer who We believe has opened multiple Accounts.

**5.8 Use of Your Account:** Subject to payment of any applicable fees or charges, by opening an Account You will be able to (i) purchase Products from Merchants online using the Online Card or Pre-Payment Card; (ii) make purchases at authorised Points of Acceptance or contactless Points of Acceptance using the Pre-Payment Card or NFC Phone respectively; and (iii) redeem credit from the credit balance in Your Account in cash at ATMs using a personalised Pre-Payment Card, as further explained on the Website and in these Terms of Use.

**5.9 Use by You only:** Only You may use the Account and the Service and any use of Your details by anyone else will be considered to be used by You, and You will be responsible for it.

**5.10 Prohibited uses:** Neither You nor anyone else authorised by You may use the Account or the Service:

- fraudulently or in connection with any criminal offence or unlawful purpose of any nature including but not limited to money laundering;
- in any unlawful manner, or in contravention of any applicable legislation, licence or third party rights;
- to re-sell or attempt to re-sell the Service or any part of it to any third party or attempt to exploit the Service for any commercial purposes;
- in a way that does not comply with these Terms of Use or with any reasonable instructions that We give to You;
- for tampering, 'hacking', modifying or otherwise corrupting the security or functionality of the Service or of the Website or any other website;
- for lottery, betting or gambling services that do not have all necessary licences and authorisations to operate in the jurisdictions that are relevant to You; or
- in a way that does not comply with Our Acceptance Policy as published on the Website.

5.11 **Detection and suspension:** We may, at Our reasonable discretion, apply procedures to detect and prevent any breach of these Terms of Use. Also, We may suspend or restrict Your use of the Service and/or Your Account, or refuse a transaction, at Our sole reasonable discretion immediately if:

- You use the Service or Your Account in any way which is in breach of these Terms of Use, or otherwise breach these Terms of Use, or We reasonably believe that either is taking place, whether with or without Your knowledge or authority;
- We are unable to settle a shortfall in Your Account balance under the process in section 10 below;
- You suffer any kind of bankruptcy, insolvency, liquidation or similar event including any arrangement with creditors or the appointment of a receiver; or
- We are required to do so by any regulatory or governmental agency or other authority.

If We suspend or restrict the Service in accordance with this section We will, to the extent permitted under applicable law, notify You promptly.

5.12 **Notification to authorities:** We may notify the police or other authorities of any unlawful use of the Service by You or by using Your details.

## 6. YOUR DETAILS AND ACCOUNT SECURITY

6.1 **Privacy:** We will handle Your personal details, including Your Account usage, in accordance with the document [Privacy Policy and Cookies](#) as published on Our Website.

6.2 **Your details:** You should never share Your user name, password, PIN or other Account details with anyone else, nor should You keep this information with the Payment Instrument. You are solely responsible for the security of Your user name, password, PIN and other personalized security details and therefore agree to take all reasonable steps to keep this information safe and not intentionally show it to others. You should never authorise a third party to use Your Payment Instrument and You should take all reasonable precautions to protect Your Payment Instrument against unauthorised access.

6.3 **Leakage:** You must let Us know without undue delay in accordance with section 3 if You believe that Your password, user name or PIN has become known to any other person or is being or is likely to be used in an unauthorised way. We will then stop the further use of Your Account. Also, if We have reason to believe that there is, is likely to be, or has been, a breach of security or misuse of the Service as described above, We may require a change of Your password and/or user name and possibly suspend user names and password access to the Service.

6.4 We will inform You of any intention to stop the use of Your Account, specifying the reasons for doing so, unless such provision of information would compromise reasonable security measures or is otherwise unlawful. Where it is not possible to notify You beforehand We will do so immediately after stopping the use of Your Account. We will provide You with notice of Our intentions depending upon the information which You have previously supplied. Generally, this will be by email, a telephone call from Our Customer Care team, or via a message on the Website once You have logged into the Service.

6.5 We will allow the use of Your Account, or replace it with a new one, as soon as practicable after the reason for stopping its use ceases to exist.

6.6 We may refuse to execute any Payment Order by You where We suspect that the Terms of Use have been violated, or where We are otherwise required to do so by law.

6.7 **Loss of a Payment Instrument:** If You believe one of Your Payment Instruments, e.g. Your Pre-Payment Card or Your NFC Phone (incl. the MasterCard/Maestro compatible SIM card) has been lost or stolen, or if You learn of its misuse in any other way, You must let Us know as soon as possible, and in any event, without undue delay, by following the procedure for blocking Your Payment Instrument which can be found on the Website. You must also report a Payment Instrument which You believe has been stolen or misused to the police immediately.

6.8 **No phishing:** We will only ever request Your account password details or Your PIN via Our secure account login page on the Website or within mobile applications ("Apps") provided to You by Us. We will never ask for these details via email, telephone or otherwise.

6.9 **Subject Access Requests:** Under the UK Data Protection Act, You have the right to ask Us to see the personal information that We hold about You (this is known as a 'subject access request') by writing to Us. We will generally respond to a subject access request

within 40 calendar days of receiving: (a) information that We need in order to identify You and (b) the information You need.

6.10 **Replacement card, PIN forgotten:** If You lose or damage any of Your Payment Instruments, You must notify Us of this promptly by contacting Our Customer Care team who will issue You with a replacement card. We reserve the right to charge You a fee for issuing any replacement card. The same applies in case You should have forgotten Your PIN. Details of this fee can be found in the fee table.

## 7. UNAUTHORISED OR INCORRECTLY PROCESSED TRANSACTIONS

7.1 In the event of an unauthorised, non-executed or incorrectly executed payment transaction You must let Us know without undue delay in accordance with section 3. You are only entitled to redress under section 7.2 if You notify Us without undue delay, and in any case no later than 13 months after the debit date. This time limit does not apply if We have not provided or made available certain required information about the transaction to You. Contact details specific to Your country of residence can be found on the Website. Prior to notifying Us You will be liable for the first EUR 50 of unauthorised payments arising from a lost or stolen Payment Instrument, or failure to keep Your security details safe, unless the payment was in connection with a distance contract or We have not provided You with the means of notifying Us in which case You will not be liable.

7.2 Where You are entitled to redress in accordance with applicable payment service laws, We will refund the amount of any unauthorised, non-executed or defective payment transaction and, where applicable, restore Your Account to the state it would have been in had the payment transaction not taken place. In practice, this means that e-money to the value of the payment transaction will be credited to Your Account. We will also cover any charges or interest incurred by You due directly to Our non-execution or defective execution of a transaction.

7.3 In any case We will, on Your request, make immediate efforts to trace the payment transaction and notify You of the outcome.

7.4 If You have acted fraudulently, or intentionally or through gross negligence used Your Payment Instrument in breach of these Terms of Use, failed to notify Us of a loss, theft or unauthorised use or failed to take reasonable steps to keep Your personal security details safe, You will be liable for all losses incurred in respect of any unauthorised transactions and if We take any steps to recover funds We may ask You to cover Our reasonable costs of recovery.

## 8. UPLOADING FUNDS AND TRANSFERS TO YOUR ACCOUNT

8.1 **Payment options:** In order to upload electronic money to Your Account, You may select one or more payment methods available depending on Your country of residence, and You must also complete the information requested, including passing all identity and security validation and verification checks. You authorise Us to obtain or receive funds on Your behalf from Your chosen payment method, plus applicable fees as specified in Our fee table. On receipt of Your funds and subject to Our ability to deduct a fee, We will issue an equivalent monetary value to Your Account without delay in the currency in which Your Account is denominated.

8.2 **Minimum funding:** We may require that You fund a minimum amount, on each occasion as set out in the "FAQ" section of Our Website.

8.3 **Sources of funding:** If We receive a fund transfer with insufficient information to locate the beneficiary Account, We will return this to the sender provided that We have sufficient details to do so.

8.4 **Funding Fee:** Upon funding electronic money to Your Account, We may charge an Account Funding Fee as set out in the fee table. Where possible, these fees will be notified to You prior to completion of the transaction.

8.5 **Automatic Direct Debit Funding:** We may enable You to use Your Account to execute transactions (not to make cash withdrawals) even if you have insufficient prepaid funds in Your Account on the basis of a functionality referred to as "Automatic Direct Debit Funding". The Automatic Direct Debit Funding functionality operates only on the following basis:

- (a) We will verify Your identity before making the Automatic Direct Debit Funding functionality available to you. This means We may require You to follow the procedure for face-to-face identity verification provided by Deutsche Post AG as

part of its PostIdent service or ask you to use an equivalent and acknowledged identity verification service.

- (b) We have obtained Your prior consent to Us initiating through a Direct Debit the debit of funds from one or more of Your accounts held with third parties in an amount equivalent to any shortfall on Your Account. You will be required to register Your selected funding account with Us and You authorise Us to take steps to verify that account as a valid funding method, including executing a test payment transaction for an insignificant and minimal value;
- (c) We will apply funding limits to the Automatic Direct Debit Funding functionality available to You. These funding limits may be applied on a per transaction and/or on a per period basis and will be displayed in Your Account area or (where You have one) through the Card Check App. We may increase or decrease the limits applicable to any Automatic Direct Debit Funding functionality made available to You, or apply different limits, at Our discretion as notified in Your Account area or (where You have one) through the Card Check App. It is solely Your responsibility to ensure any transaction you initiate using Your Account falls within these limits;
- (d) Making the Automatic Direct Debit Funding functionality available to You does not in any way constitute an overdraft or offer of credit and any shortfalls arising on Your Account as a result of Automatic Direct Debit Funding shall constitute a debt owed to Us and shall be immediately repayable.
- (e) In order to assess You for the Service We may use your data in accordance with our Privacy Policy. In addition, we may submit personal data to third parties including Creditreform Boniversum GmbH, Hellersbergstr. 11, 41460 Neuss, Germany, for the purpose of credit checks and obtain personal information regarding You for this purpose. We will also submit data regarding Your Account and Your transactions to third parties for the assessment of Your suitability for Automatic Direct Debit Funding and Your ability to meet any debts arising as a result of the Service. For these purposes We or Our selected third parties may store and transmit data concerning Your Account and Your transactions to contractual partners and third parties (such as companies in the retail, mail order, insurance, telecommunications, service and other sectors that incur financial risks because of economic advance services, as well as authorised collection agencies) for the purpose of evaluating or scoring Your overall creditworthiness or solvency, or enabling third parties to do so in order to inform their decisions regarding the provision of credit to You. For the avoidance of doubt, information regarding any default (such as a failure to promptly settle any outstanding balance on Your Account) may be provided to such third parties for these purposes. You may withdraw Your consent to Your data being used in this way at any time. Please note that if You do withdraw Your consent, the limits applicable to any Automatic Direct Debit Funding functionality made available to you may be reduced or the Automatic Direct Debit Funding functionality may be removed.

**8.6 Direct Debits:** We will require You to provide Your consent for Us to initiate payment instructions from time to time for payments from You to Us ("**Direct Debits**") from the authenticated payment method that You notify to Us during Your Account creation (or other payment method as updated by You and accepted by Us from time to time). We may use a Direct Debit to execute a specific funding instruction from You. We shall also be entitled to use a Direct Debit to recover funds from You where in accordance with section 10.4 insufficient funds arise on Your Account or a shortfall arises on Your Account for any other reason, or in connection with the Automatic Direct Debit Funding functionality where this is made available to You pursuant to section 8.5. Unless notifications are not necessary under the local laws of Your jurisdiction of residence, We shall notify You of the amount and due date of a Direct Debit by e-mail (the "**Pre-Notification**"). Where Pre-Notifications are necessary You agree that You only require the Pre-Notification:

- (a) for the first Direct Debit taken to fund Your Account, at the latest, 2 Business Days prior to the due date of the Direct Debit payment; and
- (b) in respect of any subsequent Direct Debit taken to fund your Account, at the latest, 1 Business Day prior to the due date of the Direct Debit payment.

## 9. CONSENT TO PAYMENT TRANSACTIONS

9.1 You must give consent to the execution of a payment transaction for it to be authorised. This consent is given in the following different ways, depending on the Payment Instrument that You use to access funds in Your Account:

- (a) Purchasing Products online – You agree that by pressing the Confirm button (or an accordingly labelled button in a Merchant's online-shop) at the time of a transaction, You are confirming that You are providing consent for the payment transaction to be processed and for the relevant fees to be charged.
- (b) Purchases at authorised physical terminals – When You make a purchase at an authorised physical terminal, You consent to the transaction by using the Pre-Payment Card or NFC Phone at the terminal. For purchases with Your MyWallet Card and purchases over EUR 25 using Your NFC Phone, You will be required to enter Your PIN code at the terminal or sign a receipt in order to complete consent to the transaction.
- (c) Receiving cash at ATMs – When using a personalised Pre-Payment Card at ATMs, You authorise the withdrawal of cash at the moment when Your Pre-Payment Card PIN code is entered into the ATM. We are entitled to demand a charge from You for every ATM cash withdrawal transaction as set out in the fee table and/or as charged by third parties (such as the ATM operator) from time to time.

9.2 You also agree that once consent has been provided by You the authorised payment transaction can no longer be revoked. To this extent, the time of receipt of the payment order is the time when You consent to a transaction using the process available to the relevant Payment Instrument as described in section 9.1 above.

## 10. PAYMENTS FROM YOUR ACCOUNT

**10.1 Collection of Merchant payments:** We are responsible for collecting from Your Account all sums due for Products purchased from Merchants by You using the Service.

**10.2 Transaction Information:** Information regarding Your payment transaction history and Account balance will be available to You in Your Account area on the Website or (where You have one) through the Card Check App. The information available will include details of payment transactions occurring on Your Account and related fees and charges which have been incurred. We will update Your information as soon as is reasonably practicable following the debit of a payment transaction from Your Account.

**10.3 Products:** We are not responsible in any way for the Products or for any site from which they are purchased, or any other site You use, and Your use of the Internet is at Your own risk and is subject to any applicable laws. The Merchants are solely responsible for all information in relation to the Products and for the Products and their supply to You. Charges for all purchases made by You are collected from Your Account once You complete the purchase.

**10.4 Insufficient funds:** If You initiate a transaction involving an amount that is more than the credit balance in Your Account and We continue to process the transaction, an immediately repayable debt owed by You to Us is created. You must repay this debt with Us immediately. You give Us authorisation to settle this debt (plus any applicable fee set out in the fee table) using the authenticated payment method that You notified to Us during Account creation (as updated by You from time to time). You may select the payment method at the time of making the purchase. We will make the necessary payment instructions on Your behalf and where a Direct Debit is to be used We will provide any necessary Pre-Notification to You in accordance with section 8.6. We reserve the right to limit Your choice of payment methods for any individual payment at Our discretion. In no circumstances shall We have any duty to provide You with any overdraft, credit or equivalent.

**10.5 Payment failure:** We can apply a Failed Payment Fee where a payment that We have requested from Your selected payment method has failed for any reason, such as a Direct Debit failure, insufficient funds in Your selected account or due to Your payment service provider failing the payment request for some other reason. We can also apply a second Failed Payment Fee where We make a second attempt to collect any outstanding balance on Your Account, as described in section 10.6, and that attempt fails for any reason. We will not be entitled to charge a Failed Payment Fee where a failure is due to Our fault.

**10.6 Outstanding payment reminders:** Where You have insufficient monetary value in Your Account to satisfy a payment due and We have been unable to obtain the value of the required balance in accordance with section 10.4:

- (a) We will send You an outstanding payment reminder by email, SMS or post immediately after the payment failure;

- (b) If You continue to have insufficient funds in Your Account one week after deemed receipt of the first notice, We may send You a second reminder. If You continue to have insufficient funds in Your Account one week after deemed receipt of the second notice, depending on the country in which Your Account is opened, We may terminate Your Account;
- (c) Where We have notified You that We will do so in an outstanding payment reminder, We may within two weeks after sending You the reminder, make a second attempt to collect the outstanding balance from Your payment method as identified under section 10.4. We have the right to apply a second Failed Payment Fee where such a second attempt fails for any reason (other than due to Our fault);
- (d) We may charge You an Outstanding Payment Reminder Fee as set out in the fee table in respect of the outstanding payment reminders that We have sent You.

10.7 **Currency:** For transactions in a currency other than the currency in which Your Account is denominated, the foreign currency conversion will be based on the reference exchange rates determined by MasterCard. Any changes to these exchange rates will take effect immediately and without prior notice. The applicable effective date for the foreign currency conversion shall be the date of the submission of the transaction for billing by the Merchant.

10.8 **Debt collection:** When We are unable to obtain sufficient funds from You to satisfy any payment due, We may transfer responsibility for collecting the outstanding debt to a debt collection agency. In this case interest on late payments will be accrued in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and We will be entitled to suspend further services.

10.9 **Factoring:** Where We are unable to obtain sufficient funds from You to satisfy any payment due, We may assign the outstanding debt to a third party factoring company in accordance with clause 16.4. In this case Your payment obligations in respect of the assigned debt will be owed to the third party factoring company such that they can collect the debt from You in their own name, but all other rights and obligations under these Terms of Use shall remain unaffected. Where an outstanding debt has been assigned, interest on late payments will be accrued in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and We will be entitled to suspend further services.

## 11. WITHDRAWAL OF FUNDS FROM YOUR ACCOUNT

11.1 **Your right to withdraw funds:** You can request withdrawal of all or part of monetary value from Your Account at any time by logging into Your Account and following instructions given there. Amounts will be redeemed at par and in the currency in which Your Account is denominated. Once Your Account has been closed and these Terms of Use terminated under section 13, if You request a withdrawal We will only allow the redemption of the total (and not partial) value in Your Account. Withdrawn funds will be paid to You by electronic transfer to an account nominated by You at a bank or other financial undertaking, subject to verification checks carried out in accordance with section 12.4. It will be Your responsibility to ensure that We are provided with the correct information.

11.2 We will complete Your transfer request as soon as We have successfully completed the checks referred to in section 12.4. We will endeavour to ensure that the funds reach this account within five Business Days from the point We initiate these transfer instructions. We will not, however, be in breach of this provision if the failure of the funds to reach the account in time is caused by an error outside Our control on the part of any third party involved in the funds transfer.

11.3 **Dormant Account Maintenance Fee after 12 months of inactivity:** We reserve the right to charge You a Dormant Account Maintenance Fee as detailed in the fee table when Your Account is not actively being used for payment transactions (i.e. the Account is "Dormant"). We will apply the Dormant Account Maintenance Fee:

- (a) where Your Account is open and has monetary value on it, but has been Dormant for 12 months; and
- (b) where Your Account has been terminated and closed and is therefore Dormant, but still has monetary value on it 12 months after the closure of the Account.

11.4 The Dormant Account Maintenance Fee will include an amount in respect of Our costs of maintaining records for, administering and keeping safe Your monetary value and will be deducted from Your Account on a monthly basis until the monetary value is redeemed by You. Application of this fee will result in the reduction of Your monetary value, even to a nil balance. To avoid the Dormant Account Maintenance Fee it is important You request a withdrawal of any remaining monetary value before Your Account has been Dormant for 12 months or more (whether pre- or post- Account termination).

11.5 **No withdrawal rights after 6 years:** We are not required to redeem to You monetary value in Your Account when You request a withdrawal more than 6 (six) years from the date on which Your Account was closed and terminated under section 13.

## 12. OTHER

12.1 **Responsibility for instructions:** You are solely responsible for the instructions given to Us and for this reason We may not be able to detect errors in Your payment instructions. We are responsible for processing a payment order only in accordance with the information provided by You. We are entitled to execute Your payment instructions in accordance with the combination of unique account or user identifying information We ask You to provide to Us and if You provide us with incorrect information We will not be liable to You for the correct execution of that transaction.

12.2 **Payments not reversible:** You should note that all payments made are final and not reversible once consent for execution of the transaction has been provided by You. We cannot arrange for funds to be given back to You where You believe the payment was made in error unless such error was caused by Us.

12.3 **Disputes with third parties:** Where You dispute a transaction with another party, We will not enter into the dispute in any way other than to confirm that the payment was made in accordance with Your instructions. We do not act as agent for either the Merchant or You and do not have responsibility for resolving any disputes between the Merchant and You.

12.4 **Checks:** Before making any payment from or to Your Account, We may carry out various checks in connection with avoiding money laundering and/or fraud or to check whether the holder of the electronic money is the person who is entitled to redeem it as required by any applicable law.

12.5 **FSCS not applicable:** The Financial Services Compensation Scheme (FSCS) does not apply to the Service or the funds stored on Your Account and Your Account balance is not insured by any other government agency.

12.6 **Intellectual Property:** All intellectual property rights in this Website and in the Service and in Our brands belong to Us and Our licensors. You have no licence to use any of these without Our prior consent.

## 13. TERMINATION

13.1 These Terms of Use are concluded for an indefinite period. The Terms of Use will continue to apply until terminated by either You or Us as set out below.

13.2 **By You:** You may close Your Account and thereby terminate the Terms of Use (and Your right to use the Service) at any time by giving written notice to Us by post or email to [mywallet-cardservice@clickandbuy.com](mailto:mywallet-cardservice@clickandbuy.com). In particular, You are entitled to cancel these Terms of Use and so close Your Account at any time within 14 days from the day on which these Terms of Use commenced by sending notice of Your intention to do so to the above mentioned department.

13.3 **By Us:** We reserve the right to close Your Account and terminate the Contract at any time:

- (a) by providing You with two months' notice unless the provision of notice is legally prohibited or would compromise reasonable security measures and payment of any unrestricted funds held in custody, where:
  - (i) We are no longer providing the Service to users in the country in which You are resident or from which You use the Service; or
  - (ii) the provision of the Service to You by Us is no longer commercially viable;
- (b) immediately by giving notice:
  - (i) should You breach these Terms of Use (or have acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Terms of Use, which shall include being unable to provide funds

for payments due) including committing any contravention of any applicable law; or  
(ii) where We are required to do so by law (for example, where the provision of the Service to You is, or becomes, unlawful).

**13.4 Redemption of funds:** Redemption of all stored funds on termination shall be made in accordance with section 11. Redemption will be made to the bank account details provided to Us by You, subject to verification checks carried out in accordance with section 12.4. If that information is not correct and We are unable to complete the transfer, the stored balance held in Your Account will be forfeited after a period of 6 years from the date Your Account is closed.

**13.5 Expiry of rights of use:** Immediately after Your Account is closed, You shall no longer be entitled to use the Payment Instrument connected to Your Account. You must destroy or return to Us by post any Pre-Payment Card immediately and without being instructed by Us to do so.

**13.6 Survival of terms:** Sections 4.6, 4.8, 4.10, 4.13, 5.9 - 5.11, 6.1, 10.5, 10.8, 10.9, 11, 12.3 - 12.5, this section 13, and sections 14, 15 and 16 shall survive any termination of Your right to use the Service and the Terms of Use.

#### 14. WARRANTIES, LIABILITIES AND DISCLAIMERS

**14.1 Your warranty:** You warrant and represent to Us that the opening of and use of Your Account by You does not contravene any law of any jurisdiction, and that You will not use the Service unlawfully or in connection with any unlawful activity, or in any way that breaches these Terms of Use.

**14.2 Transaction times:** We shall make reasonable efforts to ensure that all transactions are processed in a timely manner. However, the processing of transactions is dependent on a number of factors outside of Our control and as such We are not able to make any other warranties, representations or terms regarding the amount of time transactions will take. Provided We have used reasonable efforts to process promptly We will not be liable for any loss You or anyone else suffers as a result of transaction processing times.

**14.3 Availability:** Whilst We strive for continuous availability, We cannot and do not warrant or represent that the Website, the Service or Your Account will be continuously available and error-free. We may conduct reasonable maintenance (leading to downtime) as required.

**14.4 Products and taxes:** We are not responsible in any way for the Products or for any site from which they are purchased, or for any charges, taxes or other duties relating to the transactions. The Merchants are solely responsible for all information in relation to the Product, for the Products themselves and their supply and sale to You.

**14.5 Your Liability:** You may be liable to Us for losses, expenses or damages We incur as a result of Your breach of these Terms of Use. In particular, You will be liable for and shall indemnify Us (which means You will hold Us harmless) against any losses, expenses or damages We suffer as a result of:

- (a) any act of fraud in relation to Your Account by You; and
- (b) any claim made against Us by a Merchant in circumstances where You have insufficient funds or otherwise have failed to make a payment to that Merchant

other than such circumstances that have been directly caused by Our negligence, wilful default or fraud.

**14.6 Our Liability:** We will provide the Service with reasonable care and skill and in accordance with these Terms of Use, but subject to section 14.7 below We exclude all warranties, representations, conditions and terms that are not expressly set out in these Terms of Use. In addition, You agree that We will not be liable to You or any other person for any of the following losses:

- (a) loss of profits, revenue, opportunity, bargain or sales;
- (b) losses caused by incorrect payments resulting from Your instructions;
- (c) losses caused by a recipient's decision not to accept a payment made through the Service;
- (d) losses caused by delays, losses, errors, or omissions in any telecommunications or other data transmission system, or any other system outside of Our control;
- (e) losses arising out of the acts or omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment or anything that is outside of Our control;

- (f) losses arising from the Website, the Service or Your Account not being continuously available or arising from Our reasonable maintenance (which may lead to downtime) of the Website or Service; or
- (g) indirect, consequential and special damages.

Also, We do not monitor the type of Products purchased or whether Products can be legally purchased by the users of the Service. As such We are not liable for any unlawful Products including any sales of age-regulated products to minors.

**14.7 Liability not excluded:** We do not exclude Our liability for death or personal injury caused by negligence, for fraudulent misrepresentation or for anything else that cannot be excluded under applicable law including to the extent that any exclusion or limitation is not permitted under the rules of the FCA or the Payment Services Regulations 2009.

**14.8 Cap on liability:** Subject to sections 7 and 14.1 through 14.6 above Our liability in contract, tort or otherwise is capped at the greater of (a) the amount of fees You paid to Us under section 4.7 in the 12 months prior to the liability arising; or (b) the value of the transaction or the stored balance giving rise to the dispute or (c) EUR 250.

**14.9 Separate provisions:** Each provision of this section 14 operates separately in itself and survives independently of the others.

#### 15. GOVERNING LAW AND LEGAL DISPUTES

**15.1 Complaints:** In the event of any dispute or problem with the Service please always contact Our Customer Care team in the first instance. In the event that Your query is not satisfactorily resolved, You may lodge a complaint with Us by following the instructions on the Website, or write to Us at the address specified in section 3. Information regarding Our complaint handling procedures is also available upon request.

**15.2 Ombudsman:** The Financial Ombudsman Service is an independent body that helps settle complaints between customers and firms regulated by the FCA. If We are unable to resolve Your complaint satisfactorily You may qualify to escalate Your complaint to the Financial Ombudsman Service by post, addressing Your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom, by telephone on 0845 080 1800 or by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The Financial Ombudsman Service's website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Further information regarding the Financial Ombudsman Service and whether You qualify for this service is available on the Financial Ombudsman Service's website, or can be requested by contacting Our Customer Care team.

**15.3 Governing law:** These Terms of Use (and therefore Your agreement with Us) shall be governed by and construed in accordance with the laws of England and Wales. Any claim arising out of or relating to these Terms of Use or the provision of the Services or Your Account that cannot be resolved by contacting the Customer Care team shall be settled through the Financial Ombudsman Service or the courts of England.

#### 16. OTHER PROVISIONS

**16.1 Law:** We and You shall both comply with all applicable laws, contracts and applicable licences regarding the use and provision of the Service and Your Account.

**16.2 Entire agreement:** These Terms of Use constitute the entire agreement between You and Us with respect to the Service and Your Account and supersede and replace any and all prior agreements.

**16.3 Waiver:** Our failure to exercise or enforce any right under these Terms of Use shall not be deemed to be a waiver of any such right or prevent Us from exercising or enforcing any of these Terms of Use at any time.

**16.4 Assignment:** You may not transfer any of Your rights or obligations under these Terms of Use without Our prior written consent. We reserve the right to transfer Our rights and/or obligations under these Terms of Use by notifying You in writing. You hereby by agreeing to these Terms of Use consent to any such transfer, provided that the transfer of any obligations does not impair Your rights to be provided with the Service by an appropriately licenced party in accordance with these Terms of Use.

**16.5 Other parties:** You and We are the only parties who may rely on or enforce these Terms of Use.

**16.6 Card ownership:** The Pre-Payment Card as well as the MyWallet Sticker shall remain Our property at all times; they are non-transferable and may only be used by the person who has registered and activated them with Us.

## Initial fee for card bundles, fee for change of card bundles

This one-time fee is payable for the provision of card bundles (valid for 3 years) as well as for any change of Payment Instruments requested by You.

**MyWallet Card + MyWallet Sticker** **9,95 EUR**

This card bundle contains the MyWallet Card together with the MyWallet Sticker, which is an NFC sticker enabling payments at authorised MasterCard® and/or Maestro® contactless Points of Acceptance.

or

**MyWallet Card + MyWallet Card (digital)** **0,00 EUR**

This card bundle contains the MyWallet Card together with the MyWallet Card (digital), which is NFC-capable and can be used as payment method within the Telekom Deutschland GmbH issued MyWallet App for payments at authorised MasterCard® or Maestro® contactless Points of Acceptance.

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**Set-up Fee for Online Card** **0,00 EUR**

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**Card management Fee** **9,95 EUR p.a.**

**for MyWallet Card + MyWallet Sticker**

This annual fee is charged for the card management beginning with the second year after activating the Account with the respective card bundle. The fee does not apply where a minimum transaction volume of 600 EUR occurred on the Account in the preceding twelve months period. The transaction volume will be calculated as the sum of all payment transactions not having been cancelled or reversed and will in particular not include ATM cash withdrawals or fees.

**for MyWallet Card + MyWallet Card (digital)** **0,00 EUR**

**for Online Card** **0,00 EUR**

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**ATM Fee (cash advance)** **1,95 EUR**

Charged per cash transaction. In the event the operator of the ATM also charges a fee for a withdrawal, ClickandBuy will waive its ATM fee.

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**Replacement Fee / PIN forgotten** **9,95 EUR**

Fee for providing You with a replacement card, if You lose Your card or sticker (unless where this happens in Our area of responsibility, e.g. the mail order) or You forget Your PIN and lock Yourself out of Your Account.

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**Currency Exchange Fee** **1,95 %**

Where We are required to exchange currency in order to process Your transactions We will apply this fee to the amount of Your monetary value that is converted.

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**Dormant Account Maintenance Fee** **1,00 EUR per month**

This monthly fee is payable if:

- (a) Your Account is open but Dormant for 12 months and has monetary value in it; or
  - (b) Your Account is closed and terminated but still has monetary value in it 12 months after the point of Account termination.
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## Account Funding Fees

**Bank transfer** **0,00 EUR**  
For loading

**Credit card** **2,5 %**  
For loading

**Direct Debit / Automatic Direct Debit Funding** **0,00 EUR**  
For Automatic Direct Debit Funding

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**Failed Payment Fee** **3,00 EUR**

This fee is payable where a payment that We have requested from Your selected payment method has failed for any reason You are liable for. It is at Your liberty to demonstrate that no or less damage occurred.

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**Outstanding Payment Reminder Fee** **2,50 EUR**

This fee is payable where You are in default and We send You an outstanding payment reminder. It is at Your liberty to demonstrate that no or less damage occurred or that You are not responsible for the default.