# **BroomPay Prepaid Mastercard® Donor Charity Card Agreement Terms and Conditions.** 25/11/22

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a QPay Mastercard® Prepaid Card ("the Card") has been issued to you. By signing the back of your card and/or activating your card you are accepting the terms and conditions contained in this Agreement and hereby agree to be bound by them. If there is anything you don't understand or agree with, please contact Customer Services using the contact details in section 34 of this Agreement.

# 1. **DEFINITIONS**

Account – The account holding the e-money and linked to your Card.

**Agreement** – This Prepaid Mastercard<sup>®</sup> Card Agreement as varied from time to time. **Available balance** – The value of funds loaded to your Card and available for use.

**Card** – The Card containing the Chip and PIN and Contactless payment chip issued to you under this Agreement.

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

**Customer Services** – The contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in section 34.

**Days** - means any day between and including Monday to Friday, between 9am to 5:30pm, Monday to Friday, Greenwich Mean Time (GMT) except for bank or public holidays in the UK. **e-money** – The electronic money associated with your Card.

**e-money Issuer** - PayrNet Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900594) for the issuing of electronic money and registered in England & Wales No. 09883437. Registered office PayrNet, WeWork, 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW, UK.

**Lost and Stolen** – The process of reporting your Card lost or stolen 24 hours a day every day of the week via the Website or lost & stolen telephone line.

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

**Merchant** – A retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark and/or which has contactless payment facilities.

**My account** – The area on the Website that allows you to register for online access to your Card account, view details of your balance and transaction history. My account provides up-to-date information about your Card and you will need an internet connection in order to access it. **QPay** – a trading name of Quantum Card Services Limited, who are responsible for managing the card programme and who shall send you SMS text messages for 3D-Secure authentication. **Transaction** – a retail sale completed by you using your Card.

Website – means the website online.broomfoundation.org.uk

We, us or our – means PayrNet Ltd, QPay or any or any third party acting on their behalf. You and your - means the person who has received the Card and is authorised to use the Card and is entering into this Agreement.

# 2. Scope of this Agreement

- 2.1 Your Card is issued by PayrNet Ltd, pursuant to licence by Mastercard International Incorporated.
- 2.2 The Card is provided to you as a means of providing you with a way to make charitable donations. Once loaded to the Card, the funds remain the property of the Charity.
- 2.3 The card is issued to you, for use by you only. We reserve the right to cancel your card if we find another person has used your card with your consent.
- 2.4 Funds on the Card are electronic money and it is an e-money "prepaid card account". This is not a debit card supported by a bank account, and is not in any way connected to a bank account. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card.
- 2.5 Your Card will expire after three (3) years. You can find your expiry date printed on the face of your Card. Any money remaining on the Card upon expiry shall be returned to the Charity.

2.6 Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Mastercard International Incorporated or its respective affiliates. If you experience any difficulties in using your Card, you should contact Customer Services, see section 34 for details.

# 3. Received your Card

- 3.1 To receive and use the Card you must be at least 18 years old and a UK resident.
- 3.2 We may require evidence of who you are and of your address. You must agree to provide the Charity with this information so that we can issue you with a Card. We may ask you to provide some additional documentary evidence to prove this and/or we may carry out checks electronically.

# 4. Activating Your Card

- 4.1 Upon receipt of your Card, you must:
- 4.1.1 Sign the signature strip on the back of the Card.
- 4.1.2 Activate the Card. You can only activate your Card within your Broom Foundation account accessed either via the web or the app. Login to your account and under the Card Management section select Activate My Card. You will need to enter the long card number together with the name displayed on the card in order to complete the activation process.

# 5. Loading Your Card

- 5.1 Funds will be loaded to your Card upon instruction from the Charity.
- 5.2 Funds cannot be loaded by you or accepted from any other source than those stated in 5.1
- 5.3 We reserve the right to refuse to accept any particular loading transaction.
- 5.4 Once loaded to the Card, the funds remain the property of the Charity that gave you the Card.

# 6. Using your Card

- 6.1 The Card is a prepaid product which can be used to pay for goods and services at merchants that display the Mastercard Acceptance Mark. The money loaded onto your card must only be used for donations as agreed with the Charity and set out in your donation agreement.
- 6.2 Your Card can be used:
- 6.2.1 to make purchases in-store as contactless or Chip and PIN transactions
- 6.2.2 to make 'card not present' transactions e.g. internet shopping/online purchases, mail order or telephone order
- 6.3 Your Card cannot be used:
- 6.3.1 to withdraw cash at an ATM cashpoint;
- 6.3.2 for recurring transactions, where a merchant providing goods/services authorises the charging of periodic (e.g. weekly, monthly, or yearly), automatic payments during a set amount of time;
- 6.3.3 for gaming or gambling;
- 6.3.4 to obtain cashback from a retailer;
- 6.3.5 if it has been reported as Lost or Stolen;
- 6.3.6 if it has expired or been stopped or cancelled during the period of validity embossed on the Card;
- 6.3.7 to pre-book services, such as hotels and car hire companies, as this may result in a negative balance on your Card when the final bill is settled. We suggest that you use an alternative method of payment for pre-authorisations, and then use your Card when checking out of the hotel or paying your final car hire bill. You will not be charged twice by the hotel or car hire company;
- 6.3.8 in situations where it is not possible for the Merchant to obtain online authorisation even if you have sufficient balance for the transaction. For example, transactions on buses, trains, ships, and some in-flight purchases.
- 6.4 Contactless point of sale transactions are subject to the local contactless limit.
- 6.5 We will send you a text message (SMS) alert for each transaction made with your card. You do not need to register to use this service, we'll automatically enroll you. You can choose to switch these alerts off via your website online account and switch them back on at any time you wish.

- 6.6 For added security, your Card is set up with Contactless Counters. These counters require you to make a contact transaction, rather than a contactless transaction, whenever the cumulative amount of contactless transactions reaches £150. To make a contact transaction you will be asked to enter your PIN into the point of sale payment terminal.
- 6.7 You can retrieve your PIN online via the Website at any time.
- 6.8 You can change your PIN at any time, through any ATM that provides such a service. If we are charged by the ATM provider for changing the PIN, we reserve the right to pass this charge to your card. You should be advised of any charges for changing your PIN at an ATM. We have no control over these charges.
- 6.9 If you wish to use your Card for a purchase that is greater than the balance on your Card, you must tell the Merchant to charge only the exact amount of funds available on your Card (plus fees) and you must pay the difference using another payment method. The Merchant may require payment for the difference in cash. Some Merchants may not accept these "split transactions". If you fail to inform the Merchant prior to completing the transaction, the transaction may be declined.
- 6.10 If you commence a purchase and then change your mind and fail to make the purchase, after the Merchant has already obtained an "authorisation" for the transaction, the "authorisation" may result in a temporary hold for that amount of funds for up to ten (10) Days.
- 6.11 We will deduct any applicable transaction amounts, fees and charges due from the available balance on your Card as they become payable by you. See the Fee Summary table for details of our fees in section 25. If there is no available balance of funds, or charges exceed the balance of funds available and/or your card goes into negative balance, we will notify you and require you to repay the balance in the time and manner requested. We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 6.12 In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Card for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the Merchant where the Card was presented, in this circumstance we may seek the Shortfall from the Merchant.

You agree that once we make this Shortfall known to you, we may charge you for the Shortfall amount. We may charge the amount of the shortfall from any other products issued by us that you hold with us, or to any other payment method that you may designate at that time, or against any funds that you may subsequently load onto your Card or on any additional Card activated by you as a replacement. Until we are reimbursed the Shortfall amount, we may suspend your Card.

- 6.13 Like other payment cards, we cannot guarantee a Merchant will accept your Card. We may also refuse to pay a transaction:
- 6.13.1 If we are concerned about the security of your Card or we suspect your Card is being used in an unauthorised or fraudulent manner.
- 6.13.2 If insufficient funds are available on your Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
- 6.13.3 If there is an outstanding shortfall on the Card in accordance with section 6.14;
- 6.13.4 If we have reasonable grounds to believe that you are acting in breach of this Agreement or the grant award purpose and terms and conditions;
- 6.13.5 If we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- 6.13.6 Because of errors, failures (whether mechanical or otherwise) or refusals by Merchants, payment processors or payment schemes processing transactions.
- 6.14 If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting customer services.
- 6.15 We may at any time suspend, restrict or cancel your Card or refuse to issue or replace a Card for reasons relating to the following:
- 6.15.1 we are concerned about the security of your Card we have issued to you;
- 6.15.2 we suspect your Card is being used in an unauthorised or fraudulent manner;
- 6.15.3 or we need to do so to comply with the law.

If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps.

# 7. Authorising Transactions

- 7.1 You agree that any use of your card, card number, contactless or PIN or any other authentication information, including the entry of a one-time passcode constitutes your authorisation and consent to a transaction.
- 7.2 The time of receipt of a transaction order is when it is received by us. If a transaction order is received after 5pm on a business day, then it will be deemed to have been received on the next business day. If receipt does not fall on a business day, then it will be deemed to have been received on the next business day.
- 7.3 You cannot stop a transaction after it has been transmitted to us by giving your consent to the transaction, or once you have given your consent to the supplier for a pre-authorised payment.
- 7.4 We may refuse a transaction or suspend or terminate the right to top up your card. We may do this if the relevant phone or computer link is busy. We may also do this if:
- 7.4.1 a transaction might take you over your available funds on the card; or
- 7.4.2 a transaction might take you over any of your card limits; or
- 7.4.3 we reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued; or
- 7.4.4 we reasonably believe that there are needs to do so to comply with any law or as a matter of good practice.

# 8. Transactions made in foreign currencies

- 8.1 The card can be used for transactions which are not in the currency of the card although a fee will be applied for doing so.
- 8.2 If you make a transaction in a currency other than the currency of the card, we will change the amount into the currency of the card at the wholesale market rate used by Mastercard. We will charge a service charge (commission), see section 25.
- 8.3 The exchange rate we use on the date that we convert the transaction charge and deduct the service charge from your balance, is the rate which applied on the date that you made your transaction.

You can check the exchange rate used at: <u>https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html</u>

You can view the European Central Bank (ECB) rate as a comparison here:

https://www.ecb.europa.eu/stats/policy\_and\_exchange\_rates/euro\_reference\_exchange\_rates/ html/index.en.html

# 9. 3D Secure (3DS)

- 9.1 3D Secure is a payment authentication standard for internet purchases which adds an extra layer of security when purchasing goods or services online with participating retailers.
- 9.2 3D Secure is an extra security feature of your prepaid card and is not intended to replace security obligations in the terms and conditions of your card.
- 9.3 You do not need to register your card to use this service, we'll automatically enrol your card.
- 9.4 When purchasing online from a participating retailer and authentication is required, you will be brought to a Mastercard ID Check screen.
- 9.5 You'll be prompted to enter a one-time passcode (OTP) sent to your mobile phone by text message (SMS) to complete your purchase. The message will be sent from '3D Secure'. You have three attempts to enter the passcode correctly. If you do not enter the passcode correctly, you will not be able to complete your online purchase.
- 9.6 The passcode will only be valid for the online purchase you have received it for and shall expire after 15 minutes.
- 9.7 To enable you to use 3D Secure you should make sure that the personal information we hold for you (mobile phone number) is up to date. For assistance, speak to our customer service team, see section 34.
- 9.8 To use 3D Secure:
- 9.8.1 you must have internet access;
- 9.8.2 you must have a mobile phone;
- 9.8.3 you must ensure that you registered a valid mobile phone number on your card account;

- 9.8.4 your mobile phone must be able to receive the one-time passcode SMS.
- 9.8.5 If we do not have your mobile number, your ecommerce transaction will probably be declined.

## **10.** Transaction Alerts

- 10.1 We will send you a text message (SMS) alert for each transaction made with your card. You do not need to register to use this service, we'll automatically enrol you. You can choose to switch these alerts off once logged into your online account, and switch them back on at any time you wish.
- 10.2 You hereby acknowledge and accept that each transaction alert is sent to you without being encrypted and will include information relating to transaction activity on your card. You must ensure that no-one has access to the confidential information that you receive via the transaction alerts service and you must take all reasonable precautions to prevent any other party being able to gain access.
- 10.3 We may make alterations to the service at any time and will notify you of any changes.
- 10.4 You may receive transaction alerts through a text-enabled mobile telephone.
- 10.5 It is your responsibility to determine if your mobile telephone network provider supports text messaging and your mobile can receive text messages.
- 10.6 Transaction alerts are subject to the terms and conditions of your agreement(s) with your mobile telephone network provider. You are responsible for any fees imposed by your mobile telephone service provider of any kind whatsoever.
- 10.7 You can cancel transaction alerts at any time by logging in to your online account.
- 10.8 We will only send you a transaction alert once, if you delete an alert which we have sent to you, it cannot be sent again.
- 10.9 You acknowledge and agree that your receipt of any transaction alert may be delayed or prevented by factor(s) affecting your mobile telephone network provider and other factors outside our control, for example if your mobile telephone is switched off or you do not have network coverage.
- 10.10 Transaction alerts are accurate when they are generated on our systems however the funds available on your card may change before and after you receive them.

#### 11. Two-Factor Authentication

- 11.1 Two-factor authentication (2FA) is a second layer of security to protect your online account. Two-factor authentication increases the safety of online accounts by requiring entry of a onetime passcode in order to gain access to your account.
- 11.2 You should make sure that the personal information we hold for you (mobile phone number) is up to date in your online account. For assistance, speak to our customer service team on 0203 409 4432. Calls will be charged at the standard geographic UK rate. For non-BT and mobile phone users, please check with your service provider.

#### 12. Disputes with Merchants

- 12.1 If you have any disputes about purchases made using your Card, you should settle these with the Merchant you bought the goods or services from.
- 12.2 We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Card. Remember that once you have used your Card to make a purchase we cannot stop that transaction.

#### 13. Checking your Balance

- 13.1 To check your balance and transactions, login to your account via the Website. We will not send you paper statements.
- 13.2 The Charity that gave you the Card will also have the right and ability to view your transaction history.
- 13.3 If you require transaction history previous to that displayed in the Website, please contact customer services who will provide this to you, see section 34.

# 14. Card Expiry

- 14.1 The card's expiry date is printed on the card. You must not use the card after its expiry date.
- 14.2 Your card is valid for 3 years.
- 14.3 If you do not activate the card within 3 months of receipt, the card will become void, and funds will be transferred back to the Charity. A new card would need to be issued.

## 15. Our liability

- 15.1 We will not be liable for any loss arising from:
- 15.1.1 Any outcome which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary, including the failure of data processing systems; or
- 15.1.2 A merchant refusing to accept your Card; or
- 15.1.3 Our compliance with legal and regulatory requirements;
- 15.1.4 Loss or corruption of data unless caused by our wilful default.
- 15.2 We are also not liable for:
- 15.2.1 Business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- 15.2.2 Any indirect or consequential loss.
- 15.3 We reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Card and to recover any monies owed as a result of your activities.

## 16. Redemption

- 16.1 The funds on the Card remain the property of the Charity that gave you the card at all times. You cannot redeem the funds on your Card.
- 16.2 Once the Card expires any remaining funds will be returned to the Charity.

## 17. Refunding Transactions

- 17.1 You may be entitled to claim a refund in relation to transactions where:
- 17.1.1 The transaction was not authorised under this Agreement;
- 17.1.2 We are responsible for a transaction which was incorrectly executed notified us in accordance with section 18 below;
- 17.1.3 A pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the transaction.
- 17.2 A claim for a refund in the circumstances set out above will not be accepted if;
- 17.2.1 the amount of the transaction was made available to you at least 4 weeks before the transaction date or it is made more than 8 weeks after being debited to your Card; or
- 17.2.2 we were not notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date.
- 17.2.3 If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. In the case of Merchant refunds, it may take up to seven (7) days for the amount of the refund to be credited to your Card.

#### 18. Unauthorised & incorrectly executed payments

- 18.1 We will refund any incorrectly executed transaction immediately unless we have any reason to believe that the incident has been caused by a breach of this Agreement, gross negligence or we have reasonable grounds to suspect fraudulent activity.
- 18.2 If the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence, you may be liable for any loss we suffer because of the use of the Card.
- 18.3 You should check the transactions on your Card regularly and carefully. Tell us immediately by contacting customer service at any time if there is a transaction you do not recognise or if you think we have sent a payment incorrectly. If you don't tell us within 13 months of the date of the payment, you may not be entitled to have any disputed transactions corrected.
- 18.4 If you dispute that you've carried out a transaction, we will expect you to co-operate with us and the police in any investigations. We may give the police any information they consider relevant, to enable them to carry out investigations.

# 19. Keeping Your Card Secure

- 19.1 You must sign your card as soon as you receive it and keep it safe. You must always make sure that you:
- 19.1.1 do not allow anyone else to use your card;
- 19.1.2 do not reveal your PIN and never write down your password(s), PIN or any security information you have given us unless you do this in a way that would make it impossible for anyone else to recognise any of that information;
- 19.1.3 only release the card, card number or PIN to make (or try to make) a transaction.

# 20. Lost and stolen

- 20.1 If you lose your Card or it is stolen, or you suspect that your Card has been used by someone other than you, you must tell us immediately by reporting it lost/stolen via the Website or by calling our 24 hour lost and stolen helpline on 0203 409 2523 so we can block your Card.
- 20.2 If you notify us in accordance with this Agreement that your Card has been lost or stolen, you will be liable for a maximum of £35 of any loss that takes place prior to you contacting us.

# 21. Your Details

- 21.1 You will provide us with personal data in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately if you change your name, address, phone number or e-mail address by visiting the Website and updating your details.
- 21.2 If we contact you in relation to your Card, for example, to notify you that we have cancelled your Card, we will use the most recent contact details you have provided to us.
- 21.3 Any e-mail to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.
- 21.4 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.
- 21.5 Contacting you in an emergency We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your Card (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimise any risk to your Card depending on the nature of the security threat. We'll use the same contact details which you have already provided us with when contacting you.

# 22. Third Party Providers:

- 22.1 You can choose to allow a Third Party Provider (TPP) to access information on your account, to combine and display information about your account with information from accounts you have with other payment service providers, and, if applicable to your payment instrument, to make payments for you from your account, provided the TPP is authorised by the FCA or another European regulator and you have given your explicit consent. If we are contacted by a TPP we will contact you for consent.
- 22.2 If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so we can take steps to stop further misuse of your payment instrument and arrange any refund you've been entitled to.
- 22.3 If you are thinking of using a TPP, it is important you check with the regulator whether it is authorised before you use it.
- 22.4 We can refuse or stop access to a TPP if we're concerned it isn't authorised or if we believe it's fraudulent or acting fraudulently. If that happens, we'll contact you to explain why unless we believe that would compromise our security or it would be unlawful.
- 22.5 This provision will not affect any customers who do not use TPPs.

# 23. Data Protection

23.1 In activating the Card on the Website and using it, you must agree that we can use your personal information in accordance with the Privacy Policy. The Privacy Policy is set out on the Website; it

includes details of the personal information that we collect, how it will be used, and who we pass it to.

23.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 2018 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions, your personal information will not be passed to anyone without your permission.

# 24. Amendment and Cancellation

- 24.1 You have a legal right to cancel your Card up to 14 days after you register your Card without being charged a Redemption Fee. To cancel, you should inform the Charity that gave you the card and return the card to them. Once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to the Charity that gave you the card.
- 24.2 We may change these terms at any time by notifying you by email or other agreed means at least 2 months before the change is due to take effect. The up-to-date version of these terms and conditions will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish immediately to terminate. In such circumstances we will refund any balance on the Card in accordance with the terms above and you will not be charged a Redemption Fee.
- 24.3 We may also cancel your Agreement for any reason by giving you at least 2 months' notice:
- 24.3.1 if you break an important part of this Agreement, or repeatedly break the Agreement and fail to resolve the matter in a timely manner;
- 24.3.2 if you act in a manner that is threatening or abusive to our staff, or any of our representatives;
- 24.3.3 if you fail to pay fees or charges that you have incurred or fail to put right any shortfall.
- 24.4 We may also cancel this Agreement or suspend your Card immediately if we believe your Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this we will tell you as soon as we are permitted to do so. You will not be entitled to a refund of money you have already spent on transactions authorised, or pending or any fees for use of the Card before the Card is cancelled or expires.

# 25. Fees and Limits

This table summarises key product features and information and is not intended to replace the terms and conditions of the product. The fees, limits and restrictions that apply to each card are set out below.

Card Fees	
Card issue fee	No fee
Replacement card	No fee
Cancellation of card	No fee
	N/A, card can only be
Top-up fee	loaded by the Charity that
	gave you the Card
Usage restrictions:	
Over 18's only. UK residents only.	
Expiry:	
Card valid for 3 years	
Transaction Fees	
Fee for purchases in the currency of the card	No fee
Fee for purchases not in currency of card (foreign exchange service	2.5%
charge)	
Cash Withdrawal Fees	ATM not permitted
Card limits – Loading	N/A
Transaction limits:	
Your transactions are limited by the value loaded on the card. Above this	s the following limits apply:

Maximum single card payment	£10,000
Maximum daily card payment	£10,000
Maximum daily number of transactions	20
Maximum cumulative spend over 4 days	£15,000

# 26. Communication

If you have an enquiry relating to your Card, you should contact customer services using one of the methods described in section 34.

# 27. Complaints

- 27.1 If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please contact Customer Services, see section 34. We have procedures in place to make sure that we handle your complaint fairly and quickly: we will acknowledge your complaint within 3 business days. We will try to resolve any complaints you have about your Card or the service we provide to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).
- 27.2 However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London E14 9SR or complete the online form at https://www.financialombudsman.org.uk/consumer/form/complaint\_form.pdf. Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk
- 27.3 Where we fail to resolve your complaint within the 15-day time frame, or where you feel that the complaint was not handled appropriately, (including cases where the complaint was not properly identified as a complaint), you have the right to file a complaint to PayrNet if you believe that we provided our services improperly or our operations breach customers' rights or legitimate interests. The filing of complaints and complaint handling process is free of charge at PayrNet.

PayrNet shall accept complaints submitted in person (directly to Customer Service employee, verbally or in writing), by regular or registered mail (sending it to PayrNet's registered office 138 Holborn, Holborn, London EC1N 2SW or actual place of business), email (at the address <u>complaints@payr.net</u> or through the digital channels provided by PayrNet's online and mobile platforms.

28. Assignment We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you 2 month's prior notice of this. If we do this, your rights will not be affected.

# 29. Transfer to a new Card

We may transfer your unused balance to a new Card provided by an e-money issuer other than PayrNet Ltd at any time. Before we do this, we will give you 2 month's notice of the Card arrangements and the new Prepaid Card terms and conditions. Unless you advise us within the 2month period that you do not want a new Card from the new e-money issuer, you agree that we can automatically transfer the unused balance on your Card to a new Card provided by the new e-money issuer.

# 30. Governing Law

Agreement is concluded in English. All communications with you will be in English. These terms and conditions will be construed in accordance with English law.

# 31. e-money Issuer

The card is issued by PayrNet Ltd and licensed by Mastercard International Incorporation. PayrNet Ltd is authorised by the FCA to conduct electronic money service activities under the Electronic Money Regulations 2011 (Firm Reference Number 900594).

# 32. Fund Protection

As a responsible e-money issuer, PayrNet Ltd ensures that once it has received your funds they are deposited in a secure account, specifically for the purpose of redeeming transactions made by your Card. In the event that PayrNet Ltd becomes insolvent funds that you have loaded which have arrived with and been deposited by them are protected against the claims made by creditors.

# 33. Compensation

The Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Card. This means that in the unlikely event that PayrNet Ltd becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

# 34. Contacting Customer Services

You can contact our customer support team via the following methods: <u>Email:</u> office@broomfoundation.org.uk <u>Phone</u>: 0161 792 2138 (Monday – Thursday 10.30am – 5.00pm)