



# EE CASH ON TAP

## TERMS AND CONDITIONS

These terms and conditions govern your use of the Cash on Tap Payment Service Account, App and Cardlet. Please read these terms and conditions carefully before you use your Cardlet. Before applying, any applicant under 18 years of age must obtain approval from a parent or guardian. Using your Cardlet will indicate to us that you have read and accepted these terms and conditions. The most up to date version can be found via the App registration screens, App FAQ, MyAccount and the EE account management portal

## 1. DEFINITIONS

1.1 In this agreement, the terms below have the following meanings:

**Account** – The electronic account associated with your Cardlet.

Account Management Portal - Desktop Account management online account website provided by EE to support access to the account:

<https://cashontap.ee.co.uk/personal/login>;

**App** – The Cash on Tap Payment Service application installed on the Mobile to facilitate contactless payments and other Cardlet services, including loading your Account, checking your Available Balance and transaction history. Referred to also as the Cash on Tap App.

**Available Balance** - The value of funds loaded onto your Card and available for use

**Business Days** – The days of Monday to Friday between the hours of 9am-3pm but does not include bank holidays, or public holidays in the United Kingdom.

**Cardlet** – The electronic mobile prepaid card details installed within your personalised SIM Card and issued to you under this agreement.

**Cardlet holder** - You, the person entering into this agreement with us

**Contactless** - A payment feature that provides Cardlet holders with a way to pay by tapping the Cardlet on a point-of-sale terminal reader

**EE** – Everything Everywhere Limited, a company registered in England and Wales with number 02382161 and whose registered office is at Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW

**EEA** - The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein

**E-money** – The electronic money associated with your Cardlet

**Full Cardlet** – A Cardlet which is not a Restricted Cardlet

**High Value Transactions (“HVT”)** – a contactless transaction for an amount above £20

**Inactive Account** – No transactions on the account including top-ups or purchases

**Low Value Transactions (“LVT”)** – a contactless transaction for an amount up to £20.

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

**Mobile** – An NFC enabled mobile phone handset approved by EE, that is compatible with the App and Cardlet.

**MPIN** - a PIN code used to access features of the App and which is required to authorise certain transactions.

**MyAccount** - The area on the website:

<https://portal.prepaytec.com/chopinweb/scareMyLogin.do?customerCode=551291392054> that allows you to access Account services, including checking your Available Balance, and transaction history.

**NFC** – a technology used to communicate between a mobile phone and a merchant’s payment terminal (point-of-sale) device without a physical connection. It is referred to as Contactless and is delivered through the MasterCard PayPass™ solution.

**PAN** – The primary account number that uniquely identifies the account and is commonly referred to as a debit / credit card number.

**Restricted Cardlet** – A Cardlet with spending limits.

**SIM** – An integrated circuit encased in plastic that manages mobile subscription and stores one or more cardlets securely and is associated with a unique mobile phone number. The SIM is issued by EE and approved for usage for the Cash on Tap Payment Service.

**We, us or our** - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3371 Swindon SN5 7WJ.

**You, your** - The Cardlet holder

## **2. LAW**

2.1 English law applies to these terms and conditions. By accepting these terms and conditions you agree the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions.

2.2 These Conditions are available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.

2.2.1 If you are unable to read and understand English, you must ask an interpreter to translate this terms and conditions to you before you agree to them.

2.2.1 If you wish for us to discuss your personal information including your account details with the person other than yourself, you must first provide us with an authorisation to do this in writing, including the full name of the person you consent us in speaking to. You must always confirm your personal details first when you ring customer services before allowing your translator to discuss the account.

## **3. SCOPE OF THIS AGREEMENT**

3.1 Your Cardlet has been issued by us pursuant to licence from MasterCard. We are authorised and regulated by the Financial Conduct Authority (FRN 900010) for the issuance of E-money. Your rights and obligations relating to the use of this Cardlet are subject to this Agreement between you and us; you have no rights against MasterCard or their respective affiliates.

3.2 The E-money associated with your Account is provided to you by us, and will be denominated in GBP.

## **4. ASSIGNMENTS**

4.1 The Cardlet may only be used by the person referenced within the sign up procedure on first use of the App. No other transfer is permitted under these terms and conditions.

## 5. CASH ON TAP PRODUCT FEATURES

	Restricted Cardlet		Full Cardlet	
Maximum Balance on Account (per year)	£1,600		£5000	
Method of Load	Bank Transfer, Credit Card, Debit Card			
Minimum and Maximum Load Values per Cardlet	Minimum	Maximum	Minimum	Maximum
Bank Transfer	£0	£600	£0	£5000
Credit or Debit Card	£20	£500 per day	£20	£500 per day
Maximum POS transaction amounts	£1,600 per year / £600 per single transaction		Up to Available Balance	
Account/ Cardlet Limits				
Household Limit	No Limit		No Limit	
Stored Top-up Cards per account	5		5	
Accounts per stored debit/credit card	5		5	

## 6. RECEIPT OF YOUR CARDLET

**6.1** You must be a UK resident and 13 years of age or over. Any applicant under 18 years of age must obtain approval from a parent or guardian. You may only have an Account if you are an EE pay monthly customer, and you have received a compatible SIM Card from EE.

**6.2** If we are unable to satisfactorily verify your identity and address, we will issue you with a Restricted Cardlet. There is a total spending limit of £1,600 per year (12 months starting on first Transaction) on Restricted Cardlets, you can find more information on the Cash on Tap product features. We may automatically upgrade your Account when you are approaching your annual spending limit without your prior consent. We will run checks to verify your identify and we will carry out a credit reference check. We will offer an automatic upgrade subject to you passing these checks. By accepting this Agreement, you agree for us to conduct the checks required to offer you an automatic upgrade. If you do not wish to be offered an automatic upgrade, please contact customer services (fees may apply, see paragraph 15) to opt out. If you fail these checks you can apply for a Full Cardlet by providing satisfactory documentation as proof of identity and address. Contact customer services to get more information.

**6.3** You will need to install the SIM Card in your Mobile and download and install the Cash on Tap App.

**6.4** When you launch the Cash on Tap App for the first time you will be prompted to enter certain details and read and accept these terms and conditions. Please take care to ensure that you enter the details correctly as failure to do so may affect your ability to use the App.

**6.5** To complete the App set up, you will be prompted to provide additional details and to select your MPIN. You will need your MPIN for various functions including access to the App, and to authorise HVT if this is supported by a merchant's Contactless payment terminal or you opt to use MPIN to authorise all LVT. You should never reveal your MPIN to anybody else or enter your MPIN in a way that it can be easily seen by others.

**6.6** We or EE may replace or upgrade the App from time to time for security and functionality purposes. If there is an update and you do not allow the download or installation to complete, the App may not work and you may not be able to make payments

## **7. USING Cash on Tap Payment Service**

**7.1** Your Cardlet can be used to make Contactless purchases from any merchant that accepts contactless MasterCard payments.

**7.2** You can authorise LVT by tapping your Mobile against a merchant's Contactless payment terminal. For LVT, authorisation by entering your MPIN is optional and you

may set your preference within the App settings. For HVT you will always be required to authorise the transaction by entering your MPIN.

**7.3** You can make online purchases via the App using the information contained in the virtual image of your Cardlet. You will see the front and back of the card. You will need to enter your card details to make the online payment. You must enter your MPIN to see the card image.

**7.4** The App includes options to display the Cardlet PAN details so as to enable merchants with payment terminals that do not support contactless refunds to manually key in the necessary details.

**7.5** For all types of transactions including refunds your handset should be powered. You may not be able to make any transactions if the handset has switched off due to low battery.

**7.6** Your Cardlet cannot be used at an ATM or to obtain cash back in a store.

**7.7** As you use the Cardlet to make a payment, the Available Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if applicable. The Cardlet can be used to pay the full amount of the purchase and applicable taxes, if the Available Balance on the Cardlet is sufficient. If the Available Balance is not sufficient to complete the transaction, the transaction will be declined.

**7.8** You may not usually stop a transaction after it has been authorised as at that point it is deemed to be received by us. You will be responsible for all transactions where you have provided authorisation regardless of the manner of authorisation.

**7.9** Your Cardlet may only be used up to the value of funds loaded on it and available for use. We may refuse to permit a transaction if:

**7.9.1** we suspect you are in breach of this agreement; or

**7.9.2** we suspect fraudulent or illegal activity is taking place; or

**7.9.3** you attempt to spend more than the Available Balance on your Account.

**7.10** Where appropriate, any refusal to authorise a transaction will be relayed to you via the merchant concerned.

**7.11** When using the App at some merchants please keep in mind that the merchant may require you to have an Available Balance greater than the value of the

transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. For example:

**7.11.1** Hotels and rental cars – As merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.

**7.11.2** Internet Merchants – Certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so be aware of this when checking your Available Balance to make sure you always have sufficient funds available to cover your purchases.

**7.11.3** In-transit travel purchases – Merchants will not be able to authorise your transaction if they cannot obtain an online authorisation from us. Examples also include on-board cruise or train charges and some in-flight purchases.

**7.12** If a merchant cannot request a transaction authorisation online, the transaction will be declined.

**7.13** Your Cardlet may not be used for any illegal purpose or in any manner prohibited by law.

**7.14** The Available Balance on your Account will not earn any interest.

## **8. LOADING YOUR ACCOUNT**

**8.1** You may load your Account up to a maximum balance of £1600 if issued with a Restricted Cardlet or to a maximum balance of £5000 if issued with a Full Cardlet.

**8.2** You can load your Account using the Cash on Tap App, which will permit loading from credit and debit cards and by bank transfer. You may register and store up to five debit or credit cards for loading your Account within the App. All debit and credit cards loaded onto the account must be registered at the same postal address as given by you for your Account. You can use the App by entering your MPIN to establish an automatic funds load/top up mandate which triggers when your Account reaches a low Available Balance threshold you set. You can select which one of your stored cards to top up from and by an amount of your choosing or to a new Available Balance of your choosing. Standard and automatic top ups are subject to fees as defined in 15.1.



Once established the automatic funds load mandate will reoccur each time the threshold is crossed and a notification will be sent to the registered SIM in a Mobile phone. You can use the App to disable the mandate or remove the stored card at any time and no further automatic funds load will occur.

**8.3** The table below shows load limits:

	Bank Transfer	Credit or Debit Card
Minimum Single Load		
Maximum Single Load Restricted Cardlet	£600 (verification may be required)	£500 per day
Maximum Single Load Full Cardlet	£5,000	£500 per day

**8.4** We reserve the right to suspend or terminate the facility to load your Cardlet at any time without notice.

## 9. TRANSACTIONS MADE IN FOREIGN CURRENCIES

**9.1** If you make a transaction in a currency other than GBP (a “Foreign Currency Transaction”) then the amount deducted from your Account will be converted to GBP on the day we receive details of the Foreign Currency Transaction. We will use a rate set by MasterCard, which will be available from Monday to Friday (excluding public and bank holidays in England) and any changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and may change between the time of the transaction is made and reserved off your Available Balance to the time it is deducted at clearing from your Account’s balance.

**9.2** We will charge an additional Foreign Exchange Fee for all Foreign Currency Transactions (see paragraph 15.1).

## 10. CHECKING YOUR BALANCE

**10.1** You can check your Available Balance by using the App, the EE Account Management Portal or on MyAccount. The App must have a data connection to view balance

## **11. DORMANCY FEE**

**11.1** If there has been no activity ('Inactive Account') for six consecutive months while the Cardlet is active, a fee of £1.50 per calendar month will be automatically deducted from your Available Balance on your Cardlet. If you start using your Cardlet again, the dormancy fee will stop and will not start until there has been no activity on your Cardlet for another six consecutive months. For example, if you use your Cardlet to make any type of purchases or you top-up your Cardlet at any time within six consecutive months, you will not be charged a fee. If you check your balance and there is no purchase or top-up within six consecutive months, you will be charged a fee.

## **12. Expiry**

**12.1** Your Cardlet will expire 36 months from allocation. You will not be able to use your Cardlet if it has expired.

**12.2** You will be entitled to redeem your Available Balance for up to six years after expiry of the Cardlet, subject to the provisions set out in paragraph 13

## **13. Redemption of UNUSED FUNDS**

**13.1** If you would like to terminate your Cardlet and Account or if your Cardlet has expired, you may redeem any unused Available Balance by contacting customer services (see paragraph 25 for contact details). You will be charged a fee ('Redemption Fee') to cover redemption costs if you redeem at the following times:

**13.1.1** before the expiry date of your Cardlet;

**13.1.2** before you or we terminate this Agreement prior to the Cardlet expiry date;

**13.1.3** more than 12 months after:

(i) your Cardlet expires; or

(ii) this Agreement is terminated (as applicable).

**13.2** If any balance remains on your Cardlet for more than 6 years after its expiry, it will not be refunded.

**13.3** If you have a Restricted Cardlet, we are required by regulation to establish your identity before redeeming E-money from your Cardlet.

**13.4** You will be reminded of this fee before redemption. Please note that if your balance is £5 or less and you want to redeem in the circumstances listed above, the fee will equal your balance which will be reduced to zero.

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

**13.6** Our procedures may require us to carry out various checks reasonably required to prevent fraudulent use of your Account before we can process your redemption request.

**13.7** We will redeem the value on your Account by bank transfer to your UK nominated bank account or by issuing a cheque in your name.

**13.8** If we find any additional withdrawals, fees or charges have been incurred on your Account following the processing of your redemption funds, we'll send an itemised invoice to you and we will require you to refund us. Should you not repay this amount immediately after receiving the invoice from us, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

#### **14. Lost OR Stolen**

**14.1** You should treat the E-money in your Account like cash in a wallet. If you lose your phone or Cardlet or SIM or they are stolen, you may lose the E-money on it in just the same way as if you lost your wallet.

**14.2** In the event of loss, theft, fraud or any other risk of an unauthorised use of your Cardlet (including the loss or theft of your Mobile) or MPIN, or if your Cardlet is damaged or malfunctions, you must immediately contact customer services (see paragraph 25; fees may apply, see paragraph 15).

**14.3** In the event that you notify customer services in accordance with this agreement you will be liable for a maximum of £50 of any loss that takes place prior to you reporting it to us. You will be fully liable where you have failed to keep your Cardlet safe.

**14.4** We will refund immediately any amount that was not authorised by you, unless:

**14.4.1** you have been negligent with your Cardlet,

**14.4.2** you have been negligent with the security features of your Cardlet,

**14.4.3** you have breached this agreement, or

**14.4.4** you have not provided us with the required or sufficient information to make a decision

**14.5** Provided that you have given notification in accordance with paragraph 14.2 and that paragraph 14.6 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification to us. If there is an Available Balance remaining on your Account this can be redeemed to you, unless we have any reason to believe that the notified incident has been caused by your breach of this agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct (fees apply, see paragraph 15). Provided that you are still eligible, you may be issued with a new Cardlet over the air.

**14.6** In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Cardlet, or your failure to inform us promptly of a name, address or contact detail change results in losses or fraud then you shall be liable for all losses. We may reverse any refunds made and you may be liable for any loss we suffer.

## **15. FEES**

**15.1** Your Cardlet is subject to fees as follows:

<b>Costs</b>	<b>Fee</b>
Top-up – Debit card	Free
Top-up – Credit card	5%
Dormancy Fee	£1.50 per calendar month
Foreign Exchange Fee	3.50%
Gambling Fee	3.50%
Monthly Fee	FREE
Transaction Fee (POS & Internet)	FREE
Wage transfer / Bank Top-up	FREE
Paper Statement	£2.50

Customer Services enquiry	Calls to 150 are free from an EE mobile phone, however standard rates apply using other numbers. International rates apply if calling from outside of the UK. Rates may be higher from mobiles.
PUK disclosure	FREE
Cancel Cardlet /Redemption Fee	£5
Inspection Fee (as per paragraph 23.5)	£10

**15.2** We will deduct any taxes or charges due from the Available Balance on your Cardlet. If there is no Available Balance of funds on your Cardlet, or taxes or charges exceed the Available Balance, we shall send an invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **16. DISPUTES**

**16.1** If you have a reason to believe that a transaction for which your Cardlet was used is unauthorised or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the transaction. You should notify us as soon as possible by contacting customer services on the contact details set out in paragraph 25, but in any event within 13 months of the date of the relevant transaction. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the transaction was authorised and may therefore increase the time involved in investigating the transaction. If you dispute a transaction, the merchant must be able to prove that the transaction took place. We may require you to liaise with the appropriate authorities with respect to the disputed transaction.

**16.2** We will refund any unauthorised transaction immediately, unless we have good reasons to believe (based on the evidence available to us at the time you report the unauthorised transaction) that you have been negligent in failing to comply with these terms and conditions, or that you have acted fraudulently.

**16.3** If we investigate the disputed transaction, the disputed amount will be unavailable to spend until our investigation is complete. In all cases the value of a disputed transaction may later be deducted from your Account if we receive information that proves that the transaction was genuine.

**16.4** We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this agreement and to report any fraudulent claims to the appropriate authorities.

**16.5** If the transaction was made because you deliberately or with gross negligence failed to keep your Cardlet or Cardlet details or your Mobile secure or your MPIN or other security information secret, you will be liable for all transactions on your account that take place until you report your Cardlet or Mobile or MPIN or security details lost or stolen as required by paragraph 14

**16.6** Where you have agreed that another person in the European Economic Area can take a payment from your Cardlet you can ask us to refund a payment, which we will refund to you within 10 Business Days of our receipt of your request, if all the following conditions are satisfied:

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

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

**16.6.3** you make the refund request within 8 weeks of the date that the payment was charged to your Account.

## **17. VARIATION**

**17.1** We may change the terms and conditions of this agreement, including fees and limits by providing you with at least two months' prior notice by e-mail (provided you have supplied us with an up-to-date e-mail address) and will ensure the most recent version is available on App FAQ, the EE Account Management Portal and MyAccount.

**17.2** You may terminate your Cardlet any time within that two months' notice period if you do not agree with the changes to the agreement and subject to paragraph 13 you can redeem your total balance at that time without a fee. However, in the event you do not cancel during the notice period then you will be deemed to have accepted the changes and they will apply to you.

**17.3** If any part of this agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement.

## **18. COMPLAINTS**

**18.1** If you have any complaints about the services you must notify us immediately by contacting customer services. All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

**18.2** If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone 0845 0801 800). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **19. CANCELLATION**

**19.1** You may cancel your Cardlet without giving a reason before App sign up, and up to 14 calendar days after the date of App sign up ("Cancellation Period"), by contacting customer services. This does not apply to any replacement Cardlets issued over the air where the Cancellation Period for the original Cardlet has expired. Upon cancellation, we will refund to you any unused funds loaded on your Account by the end of the Business Day following the Business Day on which the refund request is received. Refunds will exclude any unspent bonus loads.

**19.2** You may terminate your Cardlet any time after the Cancellation Period by contacting customer services. You will be entitled to redeem any unused funds in your Account for up to six years, subject to the provisions set out in paragraph 13.

## **20. TERMINATION, SUSPENSION AND REFUSED TRANSACTIONS**

**20.1** We can terminate this agreement at any time:

**20.1.1** if we give 2 months' prior notice if we are able to and refund the Available Balance to you without a charge, or

**20.1.2** with immediate effect if you have breached these terms and conditions, or if we have reason to believe that you have used, or intend to use the Cardlet, App or Account in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

**20.2** If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Cardlet until we can establish the correct information, in order to protect us both.

**20.3** We may suspend your Cardlet in any jurisdiction at any time with immediate effect (and until any default has been remedied or this agreement terminated) if:

**20.3.1** a transaction has been declined because of a lack of Available Balance; or

**20.3.2** you have breached these terms and conditions or we have reason to believe that you have used, or intend to use the Cardlet, App or Account in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of a third party.

**20.4** In the event that we do suspend or cancel your Cardlet and/or Account then if we are able to do so we will tell you in advance, otherwise we will let you know immediately afterwards. We may advise any party involved in the transaction if a suspension has taken place.

**20.5** In the event that any additional fees are found to have been incurred on your Cardlet following termination by either you or us, then subject to these terms and conditions, you shall refund to us any sum which relates to a withdrawal on the Cardlet or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **21. CARDLET HOLDER LIABILITY AND AUTHORISATION**

**21.1** You must keep your Cardlet, MPIN and any security related information to your Cardlet safe at all time. You must make sure you do not:

**21.1.1** allow anyone else to use your Cardlet

**21.1.2** reveal your MPIN and never write down your password(s), MPIN or any security information unless you do this in a way that would make it impossible for anyone else to recognise any of that information:

**21.1.3** disclose your MPIN to, or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others



**21.2** It is your responsibility to keep us updated of changes to your personal details. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to terms and conditions.

**21.3** We may restrict or refuse to authorise any use of your Cardlet in any legal jurisdiction if using the Cardlet is causing or could cause a breach of this agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

**21.4** Where appropriate, any refusal to authorise a transaction will be relayed to you via the merchant concerned.

**21.5** If we need to investigate a transaction on the Cardlet then you must cooperate with us, the police or any other authorised body if this is required.

**21.6** You will be responsible for all transactions which you authorise, whatever the manner of such authorisation.

**21.7** You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors (including without limitation MasterCard and EE), and service providers and their group companies from and against the costs of any legal action taken to enforce these terms and conditions and/or any breach of these terms and conditions or fraudulent use of your Cardlet or MPIN by or authorised by you.

## **22. OUR LIABILITY**

**22.1** We will not be liable:

**22.1.1** If, through no fault of ours, you do not have enough Available Balance on your Cardlet to complete a transaction,

**22.1.2** if you cannot use the App (for example because it is damaged or defective) with any particular retailer or to pay for goods and/or services

**22.1.3** If a merchant refuses to accept your Cardlet,

**22.1.4** If an electronic terminal where you are making a transaction does not operate properly,

**22.1.5** If access to your Cardlet has been blocked after you reported your Cardlet and/or Mobile lost or stolen,

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

**22.1.7** For indirect or consequential loss,

**22.1.8** If any other exception stated in our agreement with you shall apply.

## **23. YOUR INFORMATION**

**23.1** You may provide us with personal data from time to time in connection with your Account. Some personal data will be necessary for us to provide you with the services under this agreement. You must notify us immediately of any change of name, address and email address by contacting customer services (fees may apply, see paragraph 15).

**23.2** We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 1998 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. We can at any time request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Cardlet over the air for this purpose and who will add details to your record of our request for a search.

**23.3** You agree that we can use your personal data in connection with the Cardlet, App and Account and the associated e-money, to contact you about replacement Cardlets, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our partners, affiliates, agents, distributors, and suppliers including MasterCard International Incorporated and its affiliates to process transactions and for their statistical research and analytical purposes. We may also transfer your personal data outside of the EEA to enable you to use the Cardlet while you are travelling. We may also disclose your personal data as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

**23.4** You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

**23.5** You have a right to inspect the personal data we hold about you, however, we will ask you to pay an inspection fee of £10 to cover our costs. For further information please contact customer services (fees may apply, see paragraph 15).

## **24. COOKIES**

**24.1** MyAccount and EE Account Management Portal uses cookies that are necessary for the websites to function effectively. By using the websites, you consent to the use of cookies and data as set out in these terms and conditions. If you do not consent, you should not continue to use the two websites

## **25. CONTACTING CUSTOMER SERVICES**

**25.1** You can contact customer services by phoning 150 from an EE mobile handset. Queries specific to your Account can be managed between the hours of 08:00 – 19:00 Monday to Friday, and 09:00 – 17:00 Saturday, UK daylight savings time excluding Public and Bank Holidays. Lost/Stolen and other queries can be made 24 hours a day.

**25.2** Calls from other phones can be made to 07953 966 250 and internationally to +447953 966 250. Calls from outside of the UK will be charged at international rates and calls from mobiles may be charged more.

**25.3** Customer services will be provided in the English language only.

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