

## **Digital Site Customer Terms & Conditions**

**EE recycle & reward is operated and administered by Brightstar 20:20 UK Ltd**

### **1. Consumers**

For the purposes of these terms and conditions, "consumer" means an individual who neither makes this contract in the course of a business, nor holds himself out as doing so, as defined by the Unfair Contract Terms Act 1977. By placing an order through our site, you warrant that:

- You are resident in Great Britain or Northern Ireland; and
- You are accessing our site from that country; and
- You are legally capable of entering into a binding contract; and
- You are at least 18 years old; or
- If you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your goods to us for the sum indicated via our website and you and your parents or guardians release us of any liabilities or claims that may arise if you send the goods to us in breach of this warranty.

If you deal as a consumer any provision of this contract which is of no effect to a consumer shall not apply. Your statutory rights are not affected by this contract.

### **2. Businesses**

By placing an order through our site, you warrant that:

- You are based in Great Britain or Northern Ireland; and
- You are accessing our site from that country; and
- You are authorised to act on behalf of the business; and
- You are legally capable of entering into a binding contract.

### **3. Excluded Customers**

Mobile phone dealers, stockists, or specialist retailers or distributors of mobile phones are excluded from the offers on this site unless a specific exception has been agreed in writing by a director of Brightstar 20:20 UK Limited

### **4. Customer Obligations**

Goods must arrive within fourteen days of the date of the quotation. If the goods arrives later than 14 days from the quotation date then Brightstar 20:20 UK Ltd will offer the lower of the quote price or the current price on the Site on the day the goods arrives, subject to the "Full working order" clause below.

### **5. Liability for sim cards and data stored on the phone**

It is your responsibility to remove your Sim card before sending your phone to Brightstar 20:20 UK Ltd.

Sim cards can contain private information, and may enable unauthorised use of your Network airtime. If you fail to remove your Sim card, you agree to release us from all claims, losses or damages with respect to the use of Sim card arising before, or after receipt of your handset.

Any Sim cards received by us are non-returnable.

It is your responsibility to remove any personal data from the phone. By sending your phone to us, you agree to release us from all claims, losses or damages with respect to the Sim card or phone, any data stored or contained therein or on any media used in conjunction with the phone (whether in the form of personal details, SMS, photos, games, songs or other data ("Data")). Brightstar 20:20 UK Ltd accepts no responsibility in relation to the security, protection, confidentiality or use of such data.

It will not be possible for you to obtain any data or other content from the phone, whether stored on the handset or memory card, once it has been sent in.

### **6. Full Working Order**

What is meant by Full Working Order:

PHONES:

- The phone must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen phones should be included if the phone was originally supplied with one).
- The phone should be fully functional. It should power up, and should be free from PIN locks. It should make and receive a call. All functionality must work ( e.g. Bluetooth, Camera, Wireless). All control buttons (on/off, volume, navigation) and all the buttons on the keypad must work. All connection sockets should work, all microphones and speakers should work, and the IMEI label should be intact.
- The display should be clear and fully intact. There should be no fading, no pixels missing, no cracks and no bleeding on the screen. Touch-screens should be free from major scratching.
- The phone must be free from water damage (and signs of water damage as signified by the manufacturer's water damage indicators).
- If the phone has a flip or slider mechanism, it should open and close properly.
- If you are in any doubt, you are advised to contact Brightstar 20:20 UK Ltd first before sending in your phone.

- Not locked to a network outside of the UK

Brightstar 20:20 UK Ltd accepts accessories such as chargers and headsets but these do not increase the value of your order.

If your phone is tested and found to be not in full working order please see the section below [Phones not in Full Working Order](#).

### **7. Activation Locked handsets**

Brightstar 20:20 UK Ltd does not accept Apple iPhones and iPads for recycling that are Activation Locked via an iCloud account. All devices running iOS7 (or later) are Activation Locked automatically and the device must be removed from an iCloud account before sending in to us for recycling. If you haven't removed it from your iCloud account before sending in, Brightstar 20:20 UK Ltd is unable to recycle it and therefore it will not be worth anything (classed as zero value). Brightstar 20:20 UK Ltd will not return the phone to you for you to unlock subsequently.

### **8. Wrong Make and Model**

Should the customer return either a prototype, or a different model than that quoted by Brightstar 20:20 UK Ltd, Brightstar 20:20 UK Ltd will offer an amount for the returned model based on the price displayed on the site on the day the model or prototype is returned. Generally we do not pay any amount for prototypes.

### **9. Stolen, Blocked and Fake Phones**

"Lost, Blocked or Stolen phones" are phones that have been reported as either lost or blocked or stolen as recorded in any of the stolen asset registers maintained by CheckMEND at <http://www.checkmend.com/geo/index.php>.

"Fake" phones are counterfeit phones which are manufactured to resemble products made by another company in breach of Copyright.

Brightstar 20:20 UK Ltd will make no payments to customers for phones received which are either "Lost, Blocked or Stolen" or "fake".

Brightstar 20:20 UK Ltd reserves the right to inform the relevant authorities if there is any suspicion that there is a deliberate attempt to perpetrate a fraud. Brightstar 20:20 UK Ltd reserves the right to reclaim any money paid to the consumer or business if it is discovered within three months of the return of that phone that the phone has either been reported lost blocked or stolen by the seller of the phone, or the phone is discovered to be a "fake".

### **10. Prepay Box Breaking**

Brightstar 20:20 UK Ltd reserves the right to refuse to pay for any phones which it believes are derived from "Prepay Box breaking". The definition of "prepay box breaking" is where a businesses or individual purchases prepay phones from a retailer, network, dealer or wholesaler with the intention of reselling the phone and have no intention of using the phone and sim card together as was the original intention of mobile phone network whose sim card is provided with the phone.

### **11. Phones not in Full Working Order**

Once your goods have been received and inspected, Brightstar 20:20 UK Ltd will contact you via email or text to confirm the amount Brightstar 20:20 UK Ltd offers for them (as adjusted, if necessary, by these terms and conditions). Any adjustments made to the offer amount shall be in line with the information in the table on the quote page. If you do not reply within three working days Brightstar 20:20 UK Ltd will pay the offered amount. Brightstar 20:20 UK Ltd cannot be held responsible for the non-delivery of emails because of spam email or junk filters.

Under no circumstances can goods be returned after this three day period.

If you choose to decline the offer within the 3 day period, you may ask Brightstar 20:20 UK Ltd to return the goods to you. Please allow up to 10 working days to receive your returned phone. If for whatever reason Brightstar 20:20 UK Ltd cannot send you back your original phone then Brightstar 20:20 UK Ltd will be obliged to make payment for the full quoted amount.

Additional accessories that have been sent in with your handset which have not been requested by Brightstar 20:20 UK Ltd cannot be returned.

Goods which are "lost, blocked, or stolen" will not be returned in accordance with Home Office guidelines. "Fake" goods will be returned if Brightstar 20:20 UK Ltd considers that they were remitted in good faith.

### **12. Payments**

During the checkout process you will be asked how you would like to receive payment for your goods. This payment option cannot be changed once the order has been placed.

Brightstar 20:20 UK Ltd initiates payments to customers as follows:

Cheques – where no adjustment to the offer amount is made: 5 working days after receipt and inspection; or where there is an adjustment to the offer price: 5 working days after the 3 day period mentioned in 11 (Phones not in full working order) above expires

BACS - where no adjustment to the offer amount is made: 3 working days after receipt and inspection or where there is an adjustment to the offer price: 3 working days after the 3 day period mentioned in 11 (Phones not in full working order) above expires

EE Fund Card - where no adjustment to the offer amount is made: You will receive your Fund Card up to 5 working days after receipt and inspection or where there is an adjustment to the offer price: You

will receive your Fund Card up to 5 working days after the 3 day period mentioned in 11 (Phones not in full working order) above expires

Please Note: Payment can only be made using the details given during the checkout process. If you have lost your cheque you can request for it to be cancelled and re-issued. A cancellation fee of £7 will apply and will be deducted from the re-issued cheque amount.

All valuations and payments include VAT.

### **13. Postal Damage and Loss**

Brightstar 20:20 UK Ltd takes no responsibility for the loss of, or damage to, goods in transit to us.

For each package you send in it is your responsibility to:

- 1) Ensure it is adequately insured for loss in transit, and
- 2) Ensure that it is adequately physically protected.

Brightstar 20:20 UK Ltd accepts no liability for any loss sustained due to inadequate packaging when Brightstar 20:20 UK Ltd supplied return bags are used.

Brightstar 20:20 UK Ltd also takes no responsibility for the loss of, or any incremental damage to, goods in transit from Brightstar 20:20 UK Ltd to you.

### **14. Data Protection**

Brightstar 20:20 UK Ltd sometimes uses other companies to fulfil logistics services, Brightstar 20:20 UK Ltd will need to pass some of your personal details to these parties. Your personal data will only be processed for these particular services, and will be processed under the control of Brightstar 20:20 UK Ltd. None of your personal details will be shared with any other organization without your express permission.

Brightstar 20:20 UK Ltd is registered under the Data Protection Act as a processor of Data.

### **15. Events Outside Of Our Control**

Brightstar 20:20 UK Ltd will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

### **16. Formation of Contract**

Nothing on this Site constitutes an offer by Brightstar 20:20 UK Ltd to sell or purchase any goods or services. Where you post in goods to Brightstar 20:20 UK Ltd, this shall constitute an offer by you to sell the goods to Brightstar 20:20 UK Ltd. No contract will be formed until Brightstar 20:20 UK Ltd accepts your offer, either by making a payment to you within the time frame set out under the

“Payments” section above, or by contacting you to acknowledge receipt of your goods together with a change in the proposed purchase price as set out in these terms and conditions.

## **17. Site Disclaimer**

Whilst Brightstar 20:20 UK Ltd endeavours to ensure that the information on this Site is correct, it does not warrant the accuracy and completeness of the material on this Site. Brightstar 20:20 UK Ltd may make changes to the material on this Site, or to the products and prices described in it, at any time without notice. The material on this Site may be out of date, and Brightstar 20:20 UK Ltd makes no commitment to update such material. The material on this Site is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Brightstar 20:20 UK Ltd provides you with the Site on the basis that Brightstar 20:20 UK Ltd excludes all representations, warranties, conditions, and other terms, which, but for this Legal Notice might have effect in relation to the Site.

Brightstar 20:20 UK Ltd, any other party (whether or not involved in creating, producing, maintaining or delivering this Site), and any group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Site in any way or in connection with the use, inability to use or the results of use of this Site, any Sites linked to this Site or the material on such Sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any material from this Site or any Sites linked to this Site.

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law. If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof. You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Site, or the use by any other person using your registration details.

## EE Fund Card Terms & Conditions

### DEFINITIONS

“Agreement” means these Terms and Conditions.

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

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

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

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

“We”, “Us” or “Our” means IDT Financial Services Limited and 888extramoney.com LLC

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

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

“Website” means Our website [www.888extramoney.com/ee](http://www.888extramoney.com/ee).

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

1.1 This Agreement sets out the general Terms and Conditions that apply to Your Prepaid Card. It forms an Agreement between You and Us governing the possession and use of the Card. By using the Card or activating it (see Condition 2.3 below) You agree to the Terms and Conditions in the Agreement. Copies of this Agreement can be found on the Website or by contacting Our Customer Services team in accordance with Condition 13.

1.2 Cards are issued by IDT Financial Services Limited. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office: 57-63 Line Wall Road, Gibraltar. Registered No. 95716. At all times the Card remains the property of IDT Financial Services Limited. The production of the Cards and the technology systems required to operate the Cards are provided by 888extramoney.com LLC registered in The United States. 888extramoney.com LLC also provides customer support for Cards as set out in Condition [13] below.

1.3 This Agreement will commence on the Commencement Date and will terminate in accordance with Condition 8. This Agreement and all communications between Us and You shall be in the English language.

## 2. CARDS

2.1 You should be aware that the Card is not a financial services product and You will not benefit from the protections in the Electronic Money Regulations 2011 or the Payment Services Regulations 2009. In particular, Your funds will not be segregated from Our funds or those of our other customers. In the unlikely event that We become insolvent, You may lose all money stored on the Card. The Card is a prepaid payment card which may be used to pay for goods and services only at authorized Everything Everywhere (EE) retailers in the UK and on the EE website.

2.2 The Card is a prepaid card not a credit card and is not linked to Your bank account. You must ensure that You have sufficient Available Funds on the Card to pay for each purchase made using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check Condition 7 of this Agreement for further information.

2.3 When You receive Your Card, it will be issued to You in a pre-active status and You will need to activate it before attempting any transactions.

## 3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS

3.1 In order to obtain a Card, You must be at least 18 years old and a UK resident. We may require evidence of Your name, address and mobile phone number. We may ask You to provide some documentary evidence to prove this and/or We may carry out checks on You electronically. We use this information to administer Your Card, and to help Us identify You and Your Card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see Condition 15 for more information.

## 4. HOW TO USE THE CARD

4.1 A Card may only be used by the person to whom the Card was issued. The Cards are otherwise non transferable, and You are not permitted to allow any other person to use the Card, for example by allowing them to use Your Card details to purchase goods via the internet.

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

4.2.1 the magnetic strip on the Card was swiped by the retailer

4.2.2 a sales slip was signed; or

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

4.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme network. Once We have received notification of Your authorisation to proceed with the transaction, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with Conditions 10 and 11.

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

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

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

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

## 5. RESTRICTIONS ON USE OF CARD

5.1 You must ensure that You have sufficient Available Funds on Your Card to pay for each purchase, payment using the Card.

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

5.3 The Card may not be used other than as specified in Condition 2.1

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

5.5 Unless it would be unlawful for Us to do so or it is impracticable for Us to do so, where We stop or suspend the use of Your Card in accordance Condition 5.4. We will notify You of this and Our reasons for doing so, by sending an email to the email address You have provided Everything Everywhere (EE) when registering Your mobile device. Where it is not possible to notify You before We stop or suspend the Card, We will notify You as soon as possible after We have stopped or suspended the Card.

## 6. MANAGING YOUR CARD

6.1 You may check the balance and Available Funds on Your Card or view a statement of recent transactions by visiting [www.888extramoney.com/ee](http://www.888extramoney.com/ee) Alternatively You may call Our Customer Services team for this information in accordance with Condition 13 below.

## 7. EXPIRY OF THE CARD

7.1 The funds on your card are made available to You for purchases to be made in Everything Everywhere (EE) Limited stores. Access to the funds is granted to You during the Card usage period terminating on the Expiry Date. As the lifespan of the card is limited, it is recommended that any funds are spent at the earliest opportunity

7.2 Your Card will expire on the Expiry Date. On that date, this Agreement will terminate in accordance with Condition 8, the Card will cease to function and You will not be entitled to use the Card. Upon expiry, the remaining funds on the Card will no longer be available for Your use and You will not be able to reclaim the value. Any remaining funds will be forfeited and returned to EE Limited.

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

## 8. TERMINATION OF THIS AGREEMENT

8.1 This Agreement will terminate on the earliest of:

8.1.1 subject to a replacement Card being issued to You in accordance with Condition 7.2, on the Expiry Date of Your Card;

8.1.2 a request for cancellation by You

8.1.3 in the circumstances set out in Condition 8.2 below.

8.2 We may terminate this Agreement:

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

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

## 9. KEEPING YOUR CARD AND DETAILS SAFE

9.1 We will assume that all transactions entered into by You with Your Card or Card details is made by You unless You notify Us in accordance with Condition 10.1.

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

## 10. LOST, STOLEN OR DAMAGED CARDS

10.1 If You lose Your Card or it is stolen or damaged please notify Us immediately by emailing Our Customer Services team in accordance with Condition 13 of this Agreement. You will be asked to provide Your Card number and other information to verify that You are the authorised cardholder. Following satisfactory completion of the verification process, We will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use.

10.2 If You do not have Your Card number then You will need to contact Customer Service in accordance with Condition 13 of this agreement.

10.3 After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify Your Card and satisfy certain security checks, We may issue a replacement Card to You.

10.4 If We believe You have acted fraudulently, or if We believe You have intentionally or with gross negligence failed to keep Your Card or its details safe at all times, We will hold You liable for all transactions and any associated fees. Subject to this, We will limit Your liability to £50 for any unauthorised transactions, where You have notified Us in accordance with Condition 10.1.

## 11. PURCHASES FROM RETAILERS

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

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

## 12. TRANSACTION DISPUTES

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

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

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

12.4 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Card balance and

therefore unavailable for use – We refer to this as a “hanging authorisation” or “block”. In these cases, You will need to contact Our Customer Service team in accordance with Condition 13 and present relevant evidence to show that the transaction has been cancelled or reversed.

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

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

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

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

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

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

12.6 Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You in accordance with Condition 12.5 above, We will notify You as soon as reasonably practicable, that it has been refused and the reasons why it has been refused, together where relevant, with the procedure for correcting any factual errors that led to the refusal.

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

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

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

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

### 13. CUSTOMER SERVICES

13.1 Our Customer Services team will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business opening hours. You can contact Our Customer Services team by calling 0808 168 5812 from the UK, 24 hours a day, 7 days a week, Mail to: EXM Customer Service, PO Box 132, Wakefield, WF1 1XJ or Email: [customerservice@extrameasures.com](mailto:customerservice@extrameasures.com)

13.2 If You are not satisfied with any element of the service You receive, any complaints should also be made to Our Customer Services team using the contact details in Condition 13.1 above. Calls may be monitored or recorded. If You are still unhappy You can forward Your complaint to IDT Financial Services, 57-63 Line Wall Road, Gibraltar. Email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com).

13.3 If, having exhausted Our complaints procedure, You remain unhappy, You may complain to the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar. Tel +350 200 40283, Fax +350 200 40282, Email: [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://www.fsc.gi).

### 14. LIMITATION OF LIABILITY

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

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

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

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

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

In any event the liability of the organisations described in Conditions 1.2 and 1.3 will be limited to the balance of the Card at the time that the event occurs.

14.2 In addition to the circumstances in Condition 14.1, Our liability shall be limited as follows:

14.2.1 where Your Card is faulty due to Our fault, Our liability shall be limited to the replacement of the Card

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

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

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

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

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

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

## 15. YOUR PERSONAL INFORMATION

15.1 We collect certain information about the purchaser and the users of the Card in order to operate the Card programme. IDT Financial Services Limited and 888extramoney.com LLC are Data Controllers of Your personal data, and will manage and protect Your personal data in accordance with the Data Protection Act 1998 (UK) and Data Protection Act 2004 (Gibraltar) respectively.

15.2 We may transfer Your data outside the EU to our commercial partners where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer data outside the EU, We will take steps to ensure that Your data is afforded substantially similar protection as data processed within the EU. Please be

aware that not all countries have laws to protect data in a manner equivalent to that of the EU. Your use of Our products and services will indicate to Us that You agree to the transfer of Your data outside the EU. You have the right to object to the processing of Your data and to its transfer outside the EU on compelling legitimate grounds.

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

15.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to the mailing address listed on Your Card carrier. Where legally permitted, We may charge for this service.

## 16. CHANGES TO THESE TERMS AND CONDITIONS

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

16.2 If any changes are made they will be publicised on Our Website <https://www.888extramoney.com/ee> 2 months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Terms and Conditions will be made available on Our Website at all times and will be available on request.

16.3 It is Your responsibility to check the Website regularly for changes to Our Terms and Conditions. We will assume that You have done so, and will be entitled to assume You have accepted any changes to these Terms and Conditions if You have not notified Us that You do not accept the change prior to the date the change takes effect and continue to use the Card. If You do not accept a change, You may end this Agreement in accordance with Condition 8.

## 17. LAW AND COURTS

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

18. ASSIGNMENT

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