

TYMIT CREDIT CARD – CARDHOLDER AGREEMENT

IMPORTANT: These are the terms and conditions for your Card Account – we have called this document your 'Cardholder Agreement'. Please read it carefully before activating and using your Card. This Cardholder Agreement becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card.

They will help explain how your Card Account works and other important things you need to know. A glossary of the terms used throughout this Cardholder Agreement can be found at the beginning of this document. It's important that you read this document carefully so that you know what you're agreeing to. We hope you'll find it clear and easy to understand. You can access a copy of this Cardholder Agreement at any time in the Mobile App.

Transact Payments Limited is responsible for providing the electronic money account and for issuing the payment cards for the Tymit Credit Card program pursuant to its licences by VISA Europe Limited and the Gibraltar Financial Services Commission.

Tymit Limited operates your Card Account for TPL in the capacity of program manager and is responsible for managing the Credit Account under the terms of the Credit Agreement. TPL does not provide credit and is not authorised by a competent authority of any jurisdiction as a lender. Your Credit Agreement with Tymit Limited governs the terms under which Tymit as lender provides you with the credit for your Credit Card.

1. Definitions & Interpretation:

Applicable Law	any applicable law (including, but not limited to, any local law of the jurisdictions into which the Card is provided), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of the Visa card scheme related to the issuance, sale, authorisation or usage of the Cards and/or services to be provided under this Agreement or such other rule as deemed valid by TPL from time to time.
Business Day	Monday to Friday, 9am to 5pm CET excluding bank and public holidays in Gibraltar.
Card	any Physical Card or Virtual Card that is issued to you by TPL in accordance with this Cardholder Agreement.
Card Account	the electronic money account provided to you by TPL and operated by Tymit, which records how you are using the Card provided under this Cardholder Agreement.
Cardholder Agreement	these terms and conditions relating to the issue of a Card(s) to you and the associated Card Account.
Credit Account	the credit account provided to you by Tymit which records how you are using the credit provided under the Credit Agreement each time you use the Card to

make a Transaction.

Credit Agreement	the credit agreement (regulated by the Consumer Credit Act 1974) that you have entered into with Tymit under the terms of which Tymit provides you with the Credit Account and a line of credit.
Customer Support	<p>the contact centre for dealing with queries about your Card and Credit Account. You can contact Customer Support by:</p> <ul style="list-style-type: none">i. Using the 'Chat with Us' section in your Mobile Appii. For Lost and Stolen cards only: Calling +44 20 3856 8630 (your network provider may charge you at local network rates for calling this number);iii. E-mailing support@tymit.com from the email address registered to the Mobile App; oriv. writing to Customer Support, 5 Merchant Square, London W2 1AY.
EEA	European Economic Area.
Expiry Date	<p>for Physical Cards: The expiry date shown on your Card.</p> <p>for Virtual Cards: the expiry date shown in the 'Card Details' section of your Mobile App.</p>
Fee	any fee payable by you as referenced in the Fees Schedule.
Fees Schedule	the schedule contained in this Cardholder Agreement.
KYC	"Know Your Customer" and constitutes our verification of your Personal Details.
Limit	the spending limit on the Card Account which is the same as the maximum amount you may borrow on the Credit Account as determined under the terms of the Credit Agreement. The Limit is displayed in the Mobile App.
Merchant	any retailer or any other person, firm or corporation that accepts payments by Card which display the Visa branded acceptance mark or logo.
Mobile App	the mobile-based App provided by Program Manager and found on the Apple Store or Google Play App store made available to provide the services related to your Credit Account and your Card Account.
Personal Data	the registered personal identity details relating to the use of your Card and Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

Physical Card	a Visa physical/plastic Card that we issue to you, denominated in pounds sterling (GBP), for use in connection with your Credit Agreement.
PIN	Personal Identification Number; that is, the security number provided for use with your Card.
Regulatory Authority	as the context requires, Visa and/or any regulator or agency having jurisdiction over TPL or Tymit in relation to the issuance, marketing, sale, authorisation or usage of the Card, or services provided under this agreement, including without limitation the Gibraltar Financial Services Commission.
Transaction	a purchase of goods or services made using your Card at a Merchant or a cash withdrawal made from an ATM or bank using your Card.
Tymit	Tymit Limited, incorporated and registered in England and Wales with company number 10827757 and registered office at 5 Merchant Square, London, W2 1DP, England, acts as program manager for the Card Account and lender for the Credit Account. Tymit Ltd is authorised and regulated by the Financial Conduct Authority to perform regulated Consumer Credit activities (FRN:796994) as a lender.
Username and Password	a set of personal codes selected by you in order to access your Account in the Mobile App and manage the security of your Virtual Card.
Virtual Card	A set of verification procedures used as a non-physical equivalent to a Physical Card and providing some or all of the functionality of a physical card. Any reference to a Physical Card in this Agreement excludes the Virtual Card.
we, us or our	Transact Payments Limited (“ TPL ”) is a company incorporated in Gibraltar with address 6.20 World Trade Center, 6 Bayside Road, Gibraltar GX11 1AA and company registration number 108217. TPL is authorised and regulated by the Gibraltar Financial Services Commission as an electronic money institution and is a member of the Visa card scheme.
Website	www.tymit.com
you or your	You, the person who has entered into this Cardholder Agreement with us by virtue of your use of the Card and any other person you have authorised to use any Cards in accordance with this Cardholder Agreement.

2. Your Cardholder Agreement and Card

- 2.1. Transact Payments Limited or TPL issues the Physical Card or Virtual Card to you pursuant to a licence from the Visa card scheme for use in connection with Credit Card Program. You must have a Credit Account with Tymit in order to open a Card Account. Tymit is solely responsible for the provision of credit to you and TPL is solely responsible for the issuing of the Card.
- 2.2. You can download the latest version of this Cardholder Agreement at any time from the Mobile App and from the Website and/or request a paper copy from Customer Support.
- 2.3. You are not permitted to resell the Card.
- 2.4. You are only permitted to use the Card in accordance with the terms and conditions of this Cardholder Agreement.

3. Activation of your Card

- 3.1. To apply for, and use, a Card you must be at least 18 years of age and a resident of the United Kingdom.
- 3.2. We will issue you with a Physical Card when you open your Credit Account with Tymit subject to satisfactory completion of any identification checks. Your Virtual Card is accessible directly via the Mobile App.
- 3.3. We will create your Card for you on the basis of the personal information that you have provided when opening your Credit Account via the Mobile App and we will update the personal information we hold about you if you tell Customer Support that your personal information has changed or you update your details in the Mobile App.
- 3.4. Provided we have been able to undertake KYC, the Card will then be activated and you will be able to use it.

4. Personal Details

- 4.1. When making Transactions over the internet, some websites may require you to enter your personal details and, in such instances, you should supply the most recent personal details that you have provided to Tymit for your Card Account in the Mobile App.
- 4.2. You must notify Tymit of any change in your personal details as soon as possible by contacting Customer Support or updating the details in the Mobile App. You will be liable for any loss that directly results from any failure to notify us of a change in your personal details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.3. We, or Tymit, reserve the right at any time to satisfy ourselves as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Card, you authorise us and Tymit to undertake electronic identity verification checks on you either directly or using relevant third parties.

5. Using your Card

- 5.1. We and Tymit reserve the right to request KYC documents at any point.
- 5.2. Unless we inform you otherwise, you can use the Card to make Transactions at any Merchant who displays the Visa branded acceptance mark or logo indicating that they accept using a Visa branded Credit Card.
- 5.3. Each time you initiate a Transaction on the Card Account, you hereby authorise TPL to request a drawdown of funds equal to the amount of the Transaction to your Credit Account. If this is authorised by Tymit, TPL will then issue, and simultaneously debit, an equal amount of electronic money from your Card Account to pay for the Transaction. You will be able to view a Transaction in the Mobile App each time it is made, together with the amount of the Transaction and the date it was made, together with any other information that we think might help you manage your Card Account.
- 5.4. Your use of the Card is subject to the Fees detailed in the Fees Schedule.
- 5.5. If for any reason you wish to initiate a Transaction, but we are unable to draw down sufficient funds for the Transaction from your Credit Account (for example, because the value of the Transaction exceeds the amount of credit available on your Credit Account), we may decline the Transaction.
- 5.6. There are certain circumstances where a Merchant may require you to have an amount of credit available on your Credit Account which is greater than the value of the Transaction you wish to make, even though you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, we will limit the amount you are able to spend using your Card accordingly until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of the Transaction authorised by you.
- 5.7. Your Card may be used where such Merchants are unable to obtain online authorisation that you have sufficient credit available on your Credit Account to fund a Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths), subject to approved limits communicated to you by Tymit. We accept no liability if a Merchant refuses to accept payment using the Card.
- 5.8. We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.
- 5.9. You may use your Card with the PIN to make a cash withdrawal from an ATM up to a limit of £200 per month. You may not use your Card to make cash withdrawals over the counter from a bank.
- 5.10. You must not use the Card for any illegal purposes or for any transactions related to the following services:

MCC Number	Description
7995	Gambling Transactions

3597, 3560, 3737, 3738, 3769, 3771, 3773, 3774, 3792, 3794, 3796	Casinos
7723	Dating & Escort Services
6010	Member Financial Institution Manual Cash Disbursement
6051, 6012	Member Financial Institution Merchandise & Services
4829	Wire Transfer Money Orders
6211	Investment Firms – Dealers and Brokers

- 5.11 The Card Fees are outlined in the Fees Schedule and will apply to the Card. Each time you use the Card, the value of the Transaction plus any applicable fees shall be drawn down from your Credit Account. If the value of the Transaction plus any applicable fees exceeds the amount of credit available on your Credit Account, the Transaction will be declined, and applicable fees shall be charged to the Card Account in accordance with the provisions of the Fees Schedule. These fees cannot exceed the amount of the Transaction.
- 5.12 The Limit, and the other transaction thresholds which are applicable to your use of the Card, may be updated from time to time and will be advised to you by Tymit via the Mobile App, Website or other means.

6. Authorising Transactions

- 6.1. You will need to give your consent to each Transaction by, where applicable, a) using a security code personal to you; b) providing the Card details and/or providing any other details personal to you and/or your Card; c) using the PIN; or d) where applicable, placing your Card near a contactless point-of-sale terminal. Once you have given such consent to the Transaction, it will be deemed to be authorised and you cannot cancel it. You may be able to ask for a refund in certain circumstances (see section 11).
- 6.2. The time of receipt of a Transaction order is when it is received by our processing partner. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3. Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.
- 6.4. Your ability to use or access the Card may occasionally be interrupted, for example if Tymit or any third-party service providers need to carry out maintenance on their systems or websites, including the Mobile App. Please contact Customer Support should you experience any problems using your Card or Card Account and these will be resolved as soon as possible.

7. Managing & Protecting Your Card and Card Account

- 7.1. You will need a Personal Identification Number (PIN) in order to make certain Transactions at a Merchant with the Card and to make cash withdrawals from an ATM. Your PIN will be available to you within the Mobile App.
- 7.2. If you forget your PIN, you may retrieve it from the Mobile App. For further assistance with any PIN-related queries, please contact Customer Support.
- 7.3. You must not give your Card to any other person or allow any other person to use it.
- 7.4. You are responsible for your Card Account, Card, PIN, Mobile App and any related security details ("Security Details") and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):
- i. never letting any other person use your Security Details;
 - ii. never writing your Security Details on your Card or on anything you usually keep with your Card;
 - iii. not choosing a PIN or any related security details which can easily be guessed, for example, those associated with your name, date of birth, home address or telephone number;
 - iv. keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching;
 - v. keeping any device(s) you use to access your Mobile App secure at all times by using the locking functions.
 - vi. not disclosing your Security Details to another person or persons who ask for it through website links, phone calls, emails, SMS or other form of contact originating outside the platform from which the instruction was initiated by you.
- 7.5 Failure to comply with this condition 7 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe, or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at condition 11.
- 7.6 If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Support immediately. You should also block your Card in the Mobile App by going to the 'My Card Profile' section and selecting 'lock card'. Your card will be immediately blocked for any purchases until you choose to unlock it.
- 7.7 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, Tymit will notify you securely via email or by a push notification from the Mobile App.
- 7.8 Once your Physical Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

8. Cancellation

- 8.1. If you have ordered your Card online, you may cancel it free of charge before activating and using it, and up to 14 calendar days after the date of activation (the "**Cancellation Period**") by writing to Customer Support. This does not apply to replacement Cards where the cancellation period for the original Card has expired.

- 8.2. You may also terminate your Card at any time by contacting Customer Support.
- 8.3. Once your Card has been cancelled, the Card will no longer work for Transactions and cannot be reactivated.
- 8.4. Once your Card has been cancelled, it will be your responsibility to destroy your Physical Card(s).
- 8.5. If any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, Tymit will notify you of the amount via email or within the Mobile App and you must immediately repay to us such amount on demand.

9. Expiry

- 9.1 This Cardholder Agreement starts on the date that you accept this agreement and shall terminate on the Expiry Date of your Card unless you are issued with a replacement card, or this Cardholder Agreement is terminated in accordance with another term of this agreement.

10. Termination or Suspension of your Card and Card Account

- 10.1 When this Cardholder Agreement is terminated, you will not be able to use your Card or Card Account. We, or Tymit for us, may terminate this Cardholder Agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us).
- 10.2 We, or Tymit for us, can suspend your Card and Card Account, restrict its functionality or terminate this Cardholder Agreement at any time with immediate effect if:
 - i. you haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
 - ii. the agreement between you and Tymit which governs the Credit Account has been terminated or an event of default has occurred under such agreement and is ongoing;
 - iii. a Transaction has been declined because Tymit has notified us that you do not have sufficient credit available in your Credit Account or your Credit Account has been suspended for any reason; or
 - iv. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or
 - v. we reasonably suspect that the security of the Card or Card Account has been compromised or that you, or any third party, have used, or intend to use the Card or Card Account in a grossly negligent manner or for fraudulent or other unlawful purposes; or
 - vi. we believe that your use of the Card or Card Account may result in harm to us or our systems; or
 - vii. we believe that your continued use of the Card or Card Account may damage our reputation; or
 - viii. you become bankrupt; or

- ix. we are required to do so under Applicable Law or where we believe that continued operation of the Card or Card Account may be in breach of Applicable Law; or
 - x. we cannot process some or all of your Transactions due to the actions of third parties; or
 - xi. you have breached this Cardholder Agreement.
- 10.3 In the event that we do suspend or terminate your Card or Card Account then, where lawfully permitted, we or Tymit shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.
- 10.4 Unless or until you or we terminate this Cardholder Agreement, or your Card expires and no replacement Card is issued to you, this Cardholder Agreement will remain in force. We will not be liable for any loss or damage you may suffer as a result of the cancellation or suspension of the Card or Card Account.

11. Loss or Theft of your Card.

- 11.1. You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card unless you contact Customer Support as specified in this condition.
- 11.2. You must inform Tymit without delay via the chat features in the Mobile App or by calling +44 20 8049 3114 if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that any Security Details are known to an unauthorised person or you think that a Transaction has been incorrectly executed.
- 11.3. You shall be liable for up to a maximum of £35 (or currency equivalent) of losses due to unauthorised Transactions made before you made the notification about the theft, loss or misappropriation of the Card. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Cardholder Agreement (for example, by not keeping your Card safe), you may be liable for any loss we suffer due to use of the Card to the extent permitted by law.
- 11.4. Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.
- 11.5. Replacement Cards will be sent to the most recent address you have provided and may be subject to a Fee, as set out in the Fees Schedule.
- 11.6. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 11.7. In the event that you inform us of an unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Cardholder Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 11.8. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for

such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

- 11.9 In the event that a Transaction that was executed within the UK or EEA arrived later than it should have according to the terms of this Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- 11.10 In the event that a Transaction is made which is initiated by a payee, we will provide a refund of that amount, subject to clause 11.11, only in circumstances where you can prove that:
- i. the exact Transaction amount was not specified when you authorised the payment; and
 - ii. the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.
- 11.11 The refund referred to in 11.10 will not be provided if:
- i. the amount relates to currency exchange fluctuations; or
 - ii. you have given your consent to execute the Transaction directly to us; or
 - iii. information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or
 - iv. you request the refund from us later than 8 weeks from the date on which it was debited.

12. Payment Disputes

- 12.1 If you dispute a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 12.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Support, and we will attempt to assist you as far as is reasonably practicable.
- 12.3 Goods or services paid for with a Card cannot be refunded by a Merchant unless there was a prior Transaction debited from the Card by that retailer of an equal or higher amount than the refund requested.
- 12.4 If you are entitled to a refund for any reason for goods or services purchased using a Card, you agree that such refund will be made to the Credit Account held by you with Tymit.
- 12.5 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask Tymit to investigate the Transaction. If an investigation occurs, Tymit will ensure that the disputed amount is unavailable to draw down from your Credit Account until our investigation is complete. If we receive information that proves that the Transaction was genuine, the relevant Transaction amount will be released and we may charge you an investigation fee. If you do not have sufficient credit available on your Credit Account, you must repay us the amount immediately on demand.

13 Foreign Exchange

- 13.1 If you use your Card in an EEA currency ("Foreign Currency Transaction"), the amount deducted from your Available Balance will be the amount of the Foreign Currency Transaction converted to your Card currency using a rate set by the Visa card scheme on the date it is authorised. You may also be charged a foreign exchange Fee as set out in the Fees Schedule. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a Foreign Currency Transaction (consisting of the mark-up applied by the Visa card scheme as well as any other charges) and the latest available euro foreign exchange reference rates issued by the European Central Bank. You can view this information prior to making a Foreign Currency Transaction on Tymit's website at <https://tymit.com/exchange-rates/>.

14 Our Liability

- 14.1 We shall not be liable for any loss arising:
- i. from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
 - ii. from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - iii. from any use of this Card that is contrary to this Cardholder Agreement;
 - iv. for goods or services that are purchased with the Card; and
 - v. for any damages due to loss, fraud or theft that you have reported to us later than 13 months after the event.
- 14.2 Where your Card Account is used incorrectly to make a Transaction due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 14.3 Nothing in this Cardholder Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 14.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of Tymit (acting as program manager) or any of our affiliates such as the Visa card scheme, and other suppliers, contractors, representatives and any of their respective affiliates (each a "**Protected Party**") (if any), to you, which may arise in connection with this Cardholder Agreement. This clause 14.7, and the exclusions and limitations set out in this paragraph, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with the Contracts (Rights of Third Parties) Act 1999. This clause 14.7 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

15 Complaints

- 15.1 Should you wish to make a complaint about your Card Account, you may contact the Complaints team by email at complaints@tymit.com to submit details of such complaint. You can also submit your complaint thorough your Mobile App in the 'Chat with Us' section.
- 15.2 Upon our receipt of your complaint, Tymit shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by return email within 15 Business Days.
- 15.3 If, having received a response from Tymit's Customer Support Team, you are unhappy with the outcome, you can escalate your complaint to TPL's Complaints Department by writing to complaints@transactpaymentslimited.com.
- 15.4 If TPL's Complaints Department is unable to respond to your card complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of receipt of your complaint.
- 15.5 We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 15.6 In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Gibraltar Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.
- 15.7 If your complaint relates to the credit provided to you and you are unhappy with the response, you can escalate your complaint to Tymit's Complaints Department by writing to complaints@tymit.com More details on how Tymit manages complaints can be found on their website www.hd.tymit.com/complaints.

16 General Communication

- 16.1 Any communication from us or from Tymit acting as program manager will be given using the latest contact details with which you have provided us.
- 16.2 You may contact Customer Support via the details which are set out in clause 1.

17 Personal Data

- 17.1 TPL will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Cardholder Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Cardholder Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Cardholder Agreement in accordance with clause 10.2(iv) above.
- 17.2 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect

personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data.

18 Changes to the Terms and Conditions

- 18.1 We may update or amend this Cardholder Agreement at any time on at least 2 months' advance notice, which we shall instruct Tymit to give you on the Mobile App or by e-mail (using the latest contact details you have provided us with).
- 18.2 If you do not agree with the changes to the Cardholder Agreement, you may at any time within the 2-month notice period terminate your Cardholder Agreement. You will be deemed to have accepted any change to this Cardholder Agreement unless you notify us before the proposed date of the change.
- 18.3 If any part of this Cardholder 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. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

19 Language

- 19.1 This Cardholder Agreement is written and available in English only.
- 19.2 All communications with you relating to this Cardholder Agreement and your Card will be in English.

20 Governing Law

- 20.1 This Cardholder Agreement is governed by Gibraltar law.

21 Jurisdiction

- 21.1 You agree to the non-exclusive jurisdiction of the courts of Gibraltar.

22 Miscellaneous

- 22.1 Any delay or failure to exercise any right or remedy under this Cardholder Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 22.2 If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 22.3 You may not assign or transfer any of your rights and/or benefits under this Cardholder Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this

Cardholder Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Cardholder Agreement.

Fees Schedule (Card fees)

Fee description	Fees (GBP)
Transaction Fees and usage	
Foreign transaction fee	0%
ATM Withdrawal Fee (domestic or international)*	0
Miscellaneous Fees	
Chargeback Processing	0
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use)	0
Card Replacement Fee (where a card is damaged or a requested replacement)	5

*This charge is exclusive of any ATM operator fees