

## Key points about this Card Agreement

Cornercard want to ensure this Card meets the needs of the Cardholder before the Cardholder enters into this Card Agreement. The Cardholder must read and consider the pre-contract credit information provided by Cornercard to the Cardholder and the information set out below. If the Cardholder would like any further information or has any questions about the Card Agreement or the Card, the Cardholder may call Cornercard's Cardholder Support Team on +44 (0) 203 393 7777 (available 24 hours / per day 7 days per week).

### To note about the Card:

The Card is a charge card that may be used to make purchases with authorised retailers, withdraw cash at ATMs, and obtain cash advances from authorised banks. The Monthly Outstanding Amount must be repaid each month through the Cardholder's bank or other financial institution. It is suitable for making payments using credit intended to be repaid quickly (for example, to pay for an online purchase, petrol, or payments overseas). The Card is not suitable for borrowing a larger amount to repay over a term exceeding one month.

The Cardholder is responsible for the safekeeping and use of the Card, including any use that results in a breach of the Card Agreement. Different interest and charges may apply (including charges for transactions that are not in the currency of the Card). For example, there is a charge for cash advances but not for making a purchase. All rates and charges are set out in this Card Agreement.

Cornercard may modify any fees and charges under the Card Agreement. Cornercard will notify the Cardholder of any such changes and provide information on how any changes may affect the Cardholder at least two months before any changes come into force.

## Terms and Conditions for the provision of Visa and Mastercard® Cards by Cornercard UK Ltd.

**This Card Agreement is regulated by the Consumer Credit Act 1974. This Card Agreement is between Cornercard and the Cardholder. The Cardholder may request a copy of the Card Agreement at any time during the term of the Card Agreement.**

The following Terms and Conditions for Visa Cards and Mastercard Cards apply to the contractual relations between the Cardholder and Cornercard UK Limited.

### 1. Definitions

In these Terms and Conditions for payment Cards (the "Terms and Conditions" or the "Card Agreement"), the following terms have the following meanings:

- 1.1. **"Affiliated Banks"** refers to a financial establishment which accepts cash withdrawals from Cashpoint Machines or its branches by the Cardholder using the Card;
- 1.2. **"Affiliated Merchant"** means an entity that is part of the Visa and/or Mastercard network(s) and consequently accepts cash-free payment for products and services from the Cardholder using the Card;
- 1.3. **"AISP"** means account information service provider, which provides account information services (i.e. online services providing consolidated information on one or more payment accounts held by the Cardholder with another payment service provider or with more than one payment service provider);
- 1.4. **"APR"** means the annual percentage rate under this Card Agreement;
- 1.5. **"Business Day"** refers to any day other than a Saturday, Sunday, or English public holiday;
- 1.6. **"Card"** refers to any personal non-transferable Visa or Mastercard charge card, issued by the Card Issuer at the request of the Cardholder who completed the Card Agreement (the "Principal Cardholder"). If applicable, the term "Card" within the meaning of these Terms and Conditions includes the Card(s) issued in the name of the Principal Cardholder (also called the "Principal Card") and any additional Cards (the "Partner Card") issued for one or more additional Cardholder(s) ("Partner Cardholder");
- 1.7. **"Card Agreement"** refers to the paper or electronic application form, that is provided to the Cardholder by the Financial Service Provider and the present Terms and Conditions for the VISA Card or Mastercard Card issued by Cornercard UK, including all appendices, as amended, and completed by the Cardholder, so that one or more Cards can be issued to them;
- 1.8. **"Card Account"** means the account opened with Cornercard UK in the name of the Cardholder, in an available currency, in which payments that are made by means of the Card are debited, and payments made in favour of the Cardholder are credited;
- 1.9. **"Card Account Statement"** means the electronic statement made available to the Cardholder via the Online Account, specifying, inter alia, the Payment Transactions that have taken place on the Card Account for the previous month, the Monthly Outstanding Amount and the date the Cardholder must reimburse Cornercard for the Monthly Outstanding Amount by the Settlement Date;
- 1.10. **"Card Balance"** has the meaning stated in article 2.5 of these Terms and Conditions;
- 1.11. **"Cardholder"** or **"Holder"** refers to the person for whom a Card has been issued and who is the authorised user of this Card. The term "Cardholder" within the meaning of these Terms and Conditions thus includes, if applicable, both the Principal Cardholder and the Partner Cardholders;
- 1.12. **"Card Issuer"**, **"Issuer"** or **"Cornercard"** means Cornercard UK Ltd, a private limited company incorporated in England and Wales with company number 08542957, whose head office is located 9th floor, One Canada Square, Canary Wharf, London E14 5AA, and whose e-mail address is info@cornercard.co.uk. Cornercard is authorised and regulated by the Financial Conduct Authority with financial services register number 900186. The registered address of the Financial Conduct Authority is 12 Endeavour Square, London E20 1JN. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974;
- 1.13. **"Cashpoint Machine"** refers to a terminal equipped with an electronic device to accept payment Cards, identified by the symbols representing the acceptance of Visa and Mastercard and enabling the Cardholder to withdraw money by entering a PIN;
- 1.14. **"Distance Contract"** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- 1.15. **"Excepted Contract"** means a contract that:
  - a. falls to any extent within regulation 6(1) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or
  - b. falls within regulation 6(2) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- 1.16. **"Fees"** refers to the charges debited from the Card Balance (as defined in article 2.5. of these Terms and Conditions) of the Cardholder by Cornercard UK, and that are noted in the application form;
- 1.17. **"Financial Service Provider"** means when applicable, the financial intermediary upon whose request Cornercard has issued Cards to Cardholders and/or the financial institutions who continue to manage and act on behalf of the Cardholder and which may provide support to the Cardholders in connection with the use of such a Card pursuant to the conditions further defined between the financial institutions themselves;
- 1.18. **"Incident"** means the loss or theft of a Card, its unauthorised use or any other use unauthorised by the Cardholder or by third parties or disclosure of the PIN or other personalised security features, that are made available to the Cardholder, for the benefit of third parties, even if this disclosure was involuntary or only suspected;
- 1.19. **"Member State"** means a Member State of the European Union; States which are members of the European Economic Area (the "EEA") are considered to be members, subject to the provisions of the Agreement on the European Economic Area and the provisions applicable in this context;
- 1.20. **"Monthly Outstanding Amount"** means the outstanding balance on the Card that the Cardholder must reimburse to Cornercard by the Settlement Date;
- 1.21. **"Online Account"** means the Cardholder's personal secure login area on Cornercard's website [www.cornercard.co.uk]

where the Cardholder may view a list of Payment Transactions and Card Account Statements;

- 1.22. **"Payment Beneficiary"** refers to a natural or legal person who receives the amount transferred as beneficiary for payment as part of a Payment Transaction;
- 1.23. **"Payment Transaction"** refers to the transfer of an amount to the Payment Beneficiary of the payment ordered by the Cardholder through the Payment Beneficiary using a Card or withdrawal of a sum using the Card from a Cashpoint Machine or at a branch of an Affiliated Card Issuer;
- 1.24. **"Payment Order"** refers to an instruction given by the Cardholder to the Issuer to execute a Payment Transaction;
- 1.25. **"Payment Beneficiary Service Provider"** refers to the institution that executes a Payment Transaction on behalf of the Payment Beneficiary;
- 1.26. **"Payment Services"** means the following Payment Services provided by the Card Issuer: (i) Execution of Payment Transactions within the Spending Limit determined by the Card Issuer; (ii) Card issuance; (iii) Execution of Payment Transactions initiated by Cardholders;
- 1.27. **"PIN"** (personal identification number) refers to the secret personal number provided to the Cardholder for the use of a Card.
- 1.28. **"Settlement Currency"** refers to the currency that the Payment Transaction is converted into by VISA or Mastercard.
- 1.29. **"Settlement Date"** means the date on which settlement of the outstanding amount for a given time period with respect to a Card is due and payable to the Card Issuer;
- 1.30. **"Spending Limit"** has the meaning stated in article 6 of these Terms and Conditions; and
- 1.31. **"Transaction Currency"** refers to the currency of the Payment Transaction.

### 2. Use of the card and PIN

- 2.1. Upon receipt of the Card Agreement signed by the applicant, if all conditions are met, the Issuer will issue a Card and shall make it available to the Cardholder. If the Issuer refuses to issue the Card, it shall inform the applicant specifying the objective reasons for the refusal to issue.
- 2.2. The Cardholder must immediately notify the Card Issuer and Financial Service Provider in writing in case of modification of information referred to in the Card Agreement, including changes of personal data or address.
- 2.3. For use of a Card, the Card Issuer either directly or via the Financial Service Provider provides the Cardholder with personalised security credentials including, but not limited to, a PIN and information to be used for the purposes of strong customer authentication ("Security Credentials"). The Card as well as associated Security Credentials are non-transferable and are issued exclusively for personal use of the Cardholder. The Card and Security Credentials should be kept in a safe place and be protected against unauthorised access and/or unauthorised use by third parties. The Cardholder may be responsible for the consequences resulting from the failure to comply with the obligation to protect their Security Credentials and/or the Card. The Cardholder shall not disclose their Security Credentials to any other person, not even to persons who claim to work for the Financial Service Provider or the Card Issuer and identifying themselves as such.
- 2.4. The Card Issuer is the Issuer of the Cards and PINs. At the express request of the Principal Cardholder and after acceptance of the Card Application, the Card Issuer issues one or more Principal Cards. The Principal Cardholder may, under its own responsibility, request the issuance of one or more Partner Card(s) for the Partner Cardholder(s). The Card(s) and/or PIN are sent to the respective Cardholders. For security reasons, the PINs and Cards are sent in separate letters to the Cardholders. When a Card is sent to the Cardholder, the latter must immediately sign the back of the Card. If the signature is missing on the Card, an Affiliated Merchant and/or Affiliated Bank may withhold the payment or the withdrawal using the Card.
- 2.5. The Cardholder is authorised to use the Card exclusively for the following purposes:
  - on national territory and abroad, to pay without cash the Affiliated Merchants of the Visa and/or Mastercard networks for their products and services; and
  - to withdraw money from Cashpoint Machines and branches of Affiliated Banks worldwide.
 The Cardholder undertakes to use the Card for the aforementioned purposes only. The Card is a method of payment without cash. The Cardholder can only withdraw amounts not exceeding the permitted spending of the Card (the "Card Balance") within the Spending Limit set out by the Card Issuer at any time, solely for transactions relating to goods and/or services in legal trade. The Affiliated Merchants and Affiliated Banks' Cashpoint that provide services in cash are identified by the acceptance symbols on the Card. Affiliated Merchants and/or Affiliated Banks have the right to require proof of identity. Other services and functions than those listed above, available using the Card, may be offered in the future.
- 2.6. The Card is valid only until the expiry date noted on the Card and is automatically extended, if it is not terminated in accordance with these terms. The Card Issuer reserves the right to exchange the Card free of charge against a new Card, even during the period of validity for legitimate reasons. After the issuance of a new Card or the end of entitlement of the Cardholder to use the Card (e.g. in case of termination of the Card Agreement for provision of the Payment Card), the Cardholder must immediately return the (previous) Card to the Card Issuer or destroy it.
- 2.7. The Card Issuer provides the Cardholder with electronic functions which can be used on any device endorsed by the Card Issuer that establishes access to electronic networks (internet, SMS, etc.), to mobile telephony and other electronic access channels. They offer the Holder the option to view the Card's use and debits thereto or to receive messages relating thereto. In addition, the Holder may, via these features, use security standards developed by Visa and MasterCard (Verified by Visa and MasterCard SecureCode) to carry out transactions over the internet. All information and transactions processed by the Card Issuer until previous Business Day are available and can be viewed. In case of differences between the electronically viewable information and internal accounting of the Card Issuer the latter shall prevail in all cases. The Card Issuer reserves the right to extend, to reduce, to amend and/or to suspend the electronic functions at any given time. The Card Issuer refuses any liability for any damage caused by this blocking /suspension.

### 3. Corporate customers

- 3.1. If the Cardholder is not a consumer, micro-enterprise or a charity within the meaning of the Payment Services Regulations 2017 ("PSR");
- (ii) none of the provisions of Part 6 of the PSR apply to these Terms and Conditions;
  - (iii) regulations 61(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the PSR do not apply to this Agreement and a different time limit may be applied to these Terms and Conditions to the one set out in regulation 74(1) of the PSR; and
  - (iii) articles 11.3, 15.8, 15.9, 24.7, 24.8 and 25.4 of the Terms and Conditions are disapplied and do not form part of these Terms and Conditions; and
  - (iv) the 13-month time limit set out in article 11.1 is replaced with the time limit of 1 month.

### 4. Fees and Charges

- 4.1. The Cards and PIN shall remain the property of the Card Issuer and are issued against payment of annual fees indicated in the Card Application. The Card Issuer charges for the use of the Card, in accordance with the applicable tariff indicated in the Card Application or any later amendment, if applicable. The Cardholder undertakes to verify, before each Payment Transaction, the applicable fee for the said Payment Transaction. In addition, the Cardholder accepts that additional fees may be charged, especially if the Card Issuer communicates its refusal to execute a Payment Transaction for legitimate reasons. The Cardholder is aware that the use of the Card may lead to other fees and/or costs that are not paid via the Card Issuer or charged by the Card Issuer. In particular, the Cardholder is responsible for telephone charges and fees charged by its internet access provider or similar costs, as well as the costs related to the Payment Transactions (such as the fees that can be charged by the Affiliated Merchants/Affiliated Banks).
- 4.2. All Fees charged by the Card Issuer will be debited from the Cardholder's Card Account in the currency of the Card Account.
- 4.3. The Fees, interest, APR and other charges for the credit and payment services applicable to the Cardholder are set out in the Card Agreement.
- 4.4. Cardholders will not pay any interest on Payment Transactions made using the Card.
- 4.5. The Cardholder is jointly and severally liable for payment of all Fees, and for compliance with all the obligations arising from use of the Partner Cards, set out in the monthly Card Account Statements, even if the Partner Cardholders receive separate bills. Unless otherwise specified in the Card Agreement, each Partner Cardholder authorises the Principal Cardholder to issue statements on its behalf in the framework of its relationships with the Card Issuer (e.g. Claims for unauthorised Payment Transactions, Incident notifications, etc.) and to receive information (including, in particular, monthly Card Account Statements and any changes or additions to these Terms and Conditions).
- 4.6. The credit limit will be determined by the Card Issuer from time to time under these Terms and Conditions. Notice of the credit limit will be given by the Card Issuer to the Cardholder.

### 5. Exchange rate

- 5.1. If the Card is used in a Member State in a currency of another Member State, exchange rates are set by the Card Issuer on the basis of an exchange rate that corresponds to the Visa reference exchange rate for Visa Cards which applies to the Payment Transaction in question. Since exchange rates fluctuate, the Cardholder undertakes to consult the applicable exchange rate before any Payment Transaction for which a currency conversion is necessary. Information on the exchange rate mark-up applied by the Card Issuer appear in the Card Agreement.
- 5.2. The Cardholder accepts that the exchange rate may change at any time. Therefore, the Cardholder takes note that the exchange rate applied to a Payment Transaction is one that is valid at the time of the Payment Transaction. The Cardholder agrees that any change in the exchange rate is applied immediately and without prior notice, if the amendments are based on the reference exchange rate. Information regarding the currency conversion charges, that are to be expressed as a percentage mark-up, over the foreign exchange reference rate issued by the European Central Bank (ECB) in virtue of the regulation (EU) 2019/518 of the European Parliament and the council of the 19th March 2019, can be accessed through the Cardholder's Online Account and on the Card Agreement. The Cardholder may consult information on the applicable exchange rate after such change on the website of Visa Europe using the following link [http://www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx), or a link to which it refers.
- 5.3. Payment Transactions will be debited in the currency in which the Card Account Statement is issued.
- 5.4. The date for the currency conversion shall be the date on which the Payment Transaction is debited from the Card Account ("debit date"). The debit date may be different to the day on which the relevant Payment Transaction took place.
- 5.5. For any Payment Transaction made in a currency which is not the currency in which the Card Account Statement is issued, the Cardholder will also have to pay the foreign exchange mark-up Fee set out in the Card Agreement.

### 6. Spending Limits

- 6.1. The Card Issuer informs the Cardholder of the Spending Limit: the maximum limit of expenditure is indicated in the Card Agreement and validated by the Financial Service Provider. The Spending Limit decreases with the increased use of the Card, in accordance with article 2.7 of these Terms and Conditions. Spending made using the Card that exceeds the Spending Limit is prohibited; if, exceptionally, the Card Issuer accepts spending in excess of the limit, without being obliged, the Cardholder must immediately reimburse the Card Issuer the full amount which exceeds the Spending Limit.

### 7. Authorisation of Payment Transactions

- 7.1. The Card Issuer must act in accordance with the payment orders given by the Cardholder. When the Cardholder makes a Payment Transaction, the Payment Transaction must be consented to by the Cardholder before Cornercard UK can charge it to the Card Account. Payment Orders are issued using the Card. When the Card is used to pay for products or services without cash, the Cardholder provides consent for the Payment Transaction to take place either by signing the corresponding document which is presented by the Affiliated Merchant, or by entering the PIN into the electronic device which accepts Visa or Mastercard that displays such Payment Transaction, or, in some cases, simply by inserting, or tapping, the Card against the payment terminal without signature or PIN input (e.g. For automatic fuel pumps, tolls, etc.). When the Card is used to withdraw cash from Cashpoint Machines, the PIN must be entered.
- 7.2. The receipt of the Payment Order by the Issuer is instantaneous. The Cardholder recognises and understands that their Payment Order is irrevocable from its transmission.
- 7.3. In the case of a cashless payment for products or services, a Payment Transaction may also be permitted without presentation of the Card ("CNP Transaction"), the Cardholder can consent to a CNP Transaction that is displayed on their computer screens or similar device or communicated to them by telephone generally transmitting the following data of their Card:
  - the number of the Card, that usually consists of sixteen figures;
  - the four-digit expiry date (month/year) and, if applicable,
  - the last three digits of the sequence of numbers shown on the back of the Card (CVV).
The initiation of a Payment Order by the Card replaces the original signature of the Cardholder and has the same probative value as an original document. Furthermore, the Cardholder may be required to carry out certain steps required by the Card Issuer at this time.
- 7.4. By issuing payment orders in accordance with these Terms and Conditions, the Cardholder irrevocably authorises the Card Issuer to execute these Payment Orders in favour of the Affiliated Merchant/Affiliated Banks. The Cardholder can no longer revoke a payment after its authorisation by the Issuer. Therefore, a Payment Order issued by the Cardholder is executed by the Card Issuer upon receipt, without regard to subsequent revocation by the Cardholder.

The Card Issuer reserves the right, without being obliged, to accept the revocation of a Payment Order requested by the Cardholder after the date/time mentioned above, if the Payment Beneficiary has given its consent to this. The Card Issuer may charge a Fee for such revocation.

- 7.5. The Cardholder notes that the Card Issuer is not responsible for the behaviour of an Affiliated Merchant and/or an Affiliated Bank, particularly if the Affiliated Merchants and/or Affiliated Banks or Cashpoint Machines do not accept the Card for any reason whatsoever.
- 7.6. The Card Issuer and the Financial Service Provider are third parties with regard to disputes between the Cardholder and an Affiliated Merchant and/or Affiliated Bank. These cases are settled exclusively between the Cardholder and the Affiliated Merchant and/or Affiliated Bank. These disputes do not release the Cardholder from its obligation to meet the debts of the Card Issuer or Financial Service Provider against the Cardholder resulting from the use of the Card. This applies, for example, in the event of late delivery or non-delivery of goods or services paid using the Card to Affiliated Merchants. In the event of disputes or claims of all types in relation to these products or services or with the exercise of a right in this context, the Cardholder shall exclusively contact the Affiliated Merchant. A refund on the Card is only paid to the Cardholder in the event of cancellation of a Payment Transaction by an Affiliated Merchant and/or Affiliated Bank or an unauthorised or incorrect execution or non-execution of a Payment Transaction as provided for in article 11 of the Terms and Conditions.

### 8. Receipt and processing of payment orders

- 8.1. A Payment Order issued using a Card is deemed to have been received by the Card Issuer if it has actually been transferred to it by the Payment Beneficiary in the currency provided for in the agreement for the provision of the Payment Card (cf. article 7 for other currencies), all payment orders, or authorisations that are received by the Card Issuer after 6:00 pm or on a day which is not a Business Day are deemed to have been received the following Business Day at the office opening time of the Card Issuer. The Cardholder becomes debtor of the Card Issuer as regards the amounts paid by the Card Issuer to the Affiliated Merchant and/or Affiliated Bank. This also applies to cash withdrawals from cashpoint machines. Amounts owing from the use of the Card are deducted from the Card Balance.
- 8.2. The Cardholder can view the Card Balance at any time via their Online Account. It may be that the Card Balance which can be accessed via the internet does not include current Payment Transactions, given that they are not indicated in real time. As a general rule, it includes all Payment transactions received by the Card Issuer until the evening of the previous Business Day.

### 9. Refusal of payment orders

- 9.1. The Card Issuer is entitled to refuse the execution of one or more payment orders made using the Card, if:
  - the Payment Transaction has not been authorised in accordance with article 7 of these Terms and Conditions;
  - the execution of the Payment Order will result in exceeding the authorised spending limit; or
  - if the Card has been blocked or withdrawn in accordance article 18 of these Terms and Conditions.
- 9.2. Where the refusal is communicated to the Cardholder:
  - with an ad hoc message displayed on the Card terminal or the Cashpoint Machine; or
  - by communicating the refusal to the Cardholder by the Affiliated Merchant/Affiliated Bank.
In this case, the Card Issuer is not required to send an additional communication of refusal, in particular a written communication, to the Cardholder.

### 10. Execution deadlines

- 10.1. If the Payment Transaction is executed in euro, executed wholly within the UK in sterling or involving only one currency conversion between euro and sterling, provided that the required currency conversion is carried out in the UK and, in the case of cross-border transactions, the cross-border transfer takes place in euro, the Card Issuer guarantees that the amount of the Payment Transaction shall be credited to the account of the Service Provider of payment of the Payment Beneficiary on the first Business Day after receipt of payment.
- 10.2. For Payment Transactions carried out in the EEA in a currency of another Member State other than those described in article 10.1, the Card Issuer guarantees that the amount of the Payment Transaction shall be credited to the account of the Service Provider of the Payment Beneficiary no later than fourth Business Day after receipt of the Payment Order.
- 10.3. For all Payment Transactions not covered by articles 10.1 and 10.2, the Cardholder acknowledges that the time of execution of the Payment of Transaction is subject to the operational rules for international payment systems and, in this case, the Card Issuer is not bound by aforementioned time scales.

### 11. Claims by the Cardholder

- 11.1. **Deadline to make a claim.**  
Any claim regarding an unauthorised or incorrect execution or non-execution of a Payment Transaction, must be communicated, in writing, by the Cardholder to the Card Issuer without undue delay, and no later than 13 months following the date of debit of the unauthorised, incorrect or non-executed Transaction. If no claim is made within the aforementioned period, it shall be assumed that the Cardholder authorised the Payment Transactions indicated in the statement in question and the statement is considered definitively accepted by the Cardholder.
- 11.2. **Unauthorised Payment Transactions (if a claim is submitted within the deadline)**  
(i) In the event of a Transaction unauthorised by the Cardholder, the Card Issuer reimburses the amount of the Payment Transaction in question to the Cardholder on the Business Day after receipt of the claim, at the latest, and, where applicable, restores the debited Card Account to the state if the unauthorised Payment Transaction had not taken place.
  - (ii) In the event of a loss, of theft or misappropriation of the Card, the Cardholder shall immediately inform the Issuer.
  - (iii) In these cases, the Cardholder remains liable in respect of all losses and damages resulting from the unauthorised Payment Transactions unless the theft or loss could not have been reasonably detected by the Cardholder. From the day on which the Issuer is notified by the Cardholder, the latter shall no longer be liable for any loss caused by fraudulent use of the Card. Notwithstanding the foregoing, the Cardholder shall be entirely liable for loss and damage incurred until the notification to the Card Issuer, if they have, intentionally or gross negligently:
    - breached their obligations in connection with the use of the Card in accordance with these Terms and Conditions (in particular by disclosing their PIN, card or card number to someone else to use); and/or
    - notified of this Incident late, i.e. did not do so immediately after discovery of the Incident, in the conditions set out in article 22 of these Terms and Conditions.
- 11.3. The Cardholder's liability for unauthorised Payment Transactions is limited to an amount of GBP 35 (or the equivalent in CHF, EUR and USD).
- 11.4. The Cardholder is not liable for an unauthorised Payment Transaction where the Card has been used in connection with a Distance Contract other than an Excepted Contract, or when the Card was used to purchase goods or services remotely (for example by the internet or telephone).
- 11.5. In any event, the Cardholder shall be fully liable for loss resulting from unauthorised Payment Transactions, if they have acted with a fraudulent intent, even if they notified an Incident to the Card Issuer in time.
- 11.6. **Non-execution or incorrect execution of authorised Payment Transactions (if a claim is submitted within the deadline)**  
In the event of incorrect execution of a Payment Order, the Card Issuer may also, to the extent possible, take steps to remedy such incorrect execution, if the Payment Order contains all the information necessary for the Card Issuer to remedy the defect in execution, particularly where the Card Issuer has transferred an amount different from that indicated in the Payment Order. In this case, no reimbursement shall be made for an incorrectly executed Payment Transaction.

- In the event of a late payment, the Cardholder is not authorised to request the reimbursement of the full amount of the Payment Transaction in accordance with the preceding paragraphs. The Cardholder may, nevertheless, be entitled to reimbursement of costs and interest that have been invoiced to the Cardholder due to such late execution.
- 11.7. If the Card Issuer is liable for an incorrect execution of an authorised Payment Transaction, it will without undue delay refund to the Cardholder the amount of the non-executed or defective Payment Transaction and, where applicable, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. Payment Transactions for which no specific amount has been indicated in the initial authorisation The provisions set out in this clause 11.7 do not apply when the Card is used outside the EEA and outside the UK.
  - If the Cardholder considers that the amount of a Payment Transaction triggered by the Payment Beneficiary exceeds the amount that the Cardholder could reasonably have expected, the Cardholder may file a claim for reimbursement with the Card Issuer for the Payment Transaction executed on the basis of this Payment Order. The Cardholder must support any request with objective arguments, in particular as regards their last expenses and the circumstances that led to the Payment Transaction in question. The Cardholder cannot however object on the basis of a foreign exchange transaction, if the exchange rate agreed between the Card Issuer and the Cardholder has been applied.
  - In all cases, the Cardholder is only entitled to reimbursement of the amount of the Payment Transaction payment in question. The Card Issuer and the Cardholder agree that taxes, fees and other costs arising from such a Payment Transaction shall not be reimbursed.
  - If the Cardholder is entitled to a rebate in accordance with clause 11.5, a written reimbursement request, signed by the Cardholder must be received by the Card Issuer, in accordance with these Terms and Conditions, within eight weeks from the date on which the amount was debited from the Card. The amount of the Payment Transaction is credited to the Card within 10 Business Days of receipt for reimbursement from the Cardholder and on condition that the Card Issuer accepts the reimbursement request.
  - If the Card Issuer refuses to reimburse the Cardholder, it must communicate to the Cardholder the reasons for its refusal within 10 Business Days of receipt of the request for reimbursement from the Cardholder. This communication is made using the method of communication agreed with the Cardholder in the Card Agreement and/or in another relevant document (for example, an existing Bank agreement).
- 11.8. If no claim or request for reimbursement from the Cardholder is received within the above deadlines, the Card Issuer is not liable for any compensable consequences arising from the execution of a Payment Transaction, whether authorised or not, or for the non-execution or incorrect execution of a Payment Transaction.
- 11.9. When a Payment Transaction is initiated via the Payment Beneficiary in the context of a Payment Transaction via a Card and the exact amount is not known at the time when the Cardholder consents to execution of the Payment Transaction, the Card Issuer may block funds in the amount authorised by the Cardholder. The Issuer unblocks the blocked funds without undue delay after receipt of information on the exact amount of the Payment Transaction and no later than immediately after receipt of the Payment Order.
- 12. AISP Services**
  - 12.1. The clause applies when the Cardholder uses AISP services. The Card Issuer may deny an AISP access to the Cardholder's Card Account connected to the Card for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to the Cardholder's Card Account by that AISP. If the Card Issuer does deny access in this way, the Card Issuer will notify the Cardholder of the denial and the reason for the denial in advance if possible, or immediately after the denial of access, unless to do so would compromise reasonably justified security reasons or is unlawful. The Card Issuer will allow AISP access to the Cardholder's payment account once the reasons for denying access no longer apply.
- 13. Using a Third-Party Provider**
  - 13.1. A TPP is a third-party service provider that is authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has the Cardholder's permission to do this.
  - 13.2. An EEA regulator is a regulator in a Member of the European Union, Iceland, Liechtenstein, Norway or UK.
  - 13.3. If a Cardholder chooses to use a TPP, the terms of this Agreement will still apply. Comercard will give the TPP access to account information that would be available to the Cardholder through their Online Account. Account information will include details about who the Cardholder makes payments to and receives payments from. This might contain some sensitive personal information, for example, if the Cardholder pays a Trade Union or Church membership subscription from their Card Account.
  - 13.4. Although the Cardholder must not generally give their security details to anyone else, Cardholders may give them to a TPP if it is necessary to allow them to provide the services to them. The Card Issuer may refuse to allow a TPP to access a Cardholder's Card Account if they are concerned that the TPP is acting on an unauthorised or fraudulent basis. The Card Issuer will tell Cardholders if it is doing this (unless doing so would compromise its reasonable security measures or would otherwise be unlawful).
  - 13.5. The Cardholder must check from the information provided to them by the TPP that they are authorised. If they give their security details to an unauthorised third party, Comercard will assume that it is the Cardholder who is authorising them to give access to information about the Card Account. If CCOUK is aware that an unauthorised third party is using a Cardholder's security details, it will block access to the Card Account.
- 14. Liability of the Card Issuer**
  - 14.1. The Card Issuer shall not be liable for the compensable consequences resulting from the incorrect execution, non-execution or partial non-execution of its obligations under these Terms and Conditions, except in cases of fraud, gross negligence or willful misconduct.
  - 14.2. In any event, the Card Issuer shall not be liable in the presence of a case of force majeure, such as epidemic or pandemic, suspensions or failures of telecommunications systems or services of the Card Issuer itself (e.g. due to a fire or similar catastrophes, power outages, failures of IT systems or hacking of the Card Issuer's systems). The Card Issuer does not accept any liability for losses that may result from the application of statutory provisions, administrative measures, whether announced or imminent, acts of government, acts of war, revolutions, civil wars, strikes, lockouts, boycotts or blockages by strike picketing. This shall apply whether the Card Issuer is also a party to the conflict or not, whether its services are affected only partially or where such a breach of its obligations by the Issuer results from the fact that the Card Issuer has satisfied its legal obligations or not.
- 15. Settlement of the monthly outstanding balance**
  - 15.1. The amounts charged to the Card are listed on the Card Account Statement (updated once per month) and must be reimbursed to Comercard by the Settlement Date.
  - 15.2. Settlement of the balance will be withdrawn from the Cardholder's nominated bank account by their Financial Service Provider, on a monthly basis. The Cardholder is required to ensure that there are sufficient funds available to cover the Monthly Outstanding Amount.
  - 15.3. A copy of each Card Account Statement will be available in the Cardholder's Online Account, iComèr, and will also be distributed by the Financial Service Provider.
  - 15.4. The Cardholder agrees to consult each Card Account Statement when it is issued without undue delay, and at least on a monthly basis.
  - 15.5. The Card Issuer shall not invoice interest, if the Monthly Outstanding Amount is received by the Card Issuer by the Settlement Date.
- 15.6. The Financial Service Provider will debit the Cardholder's nominated account every month to cover the Monthly Outstanding Amount. The Financial Service Provider may impose their own charges if the Cardholder has insufficient funds in their account to cover the Monthly Outstanding Amount. The Card Issuer takes no responsibility for these charges.
- 15.7. If the Cardholder fails to pay the Monthly Outstanding Amount by the Settlement date, Comercard may take action, which could have serious consequences for the Cardholder. Comercard, and/or the Cardholder's Financial Service Provider may (i) stop or suspend the use of the Card; (ii) terminate the Card Agreement and require the Cardholder to repay all unpaid amounts, together with interest, commissions and costs; (iii) disclose information about the Cardholder and the conduct of the Cardholder's account to credit reference agencies (which may make it more difficult for the Cardholder to borrow funds in future); or (iv) bring legal action against the Cardholder to recover debts owed to Comercard.
- 15.8. If the Cardholder has applied for the Card remotely, the Cardholder shall have a period of 14 calendar days from the date of acceptance of their Card Application by the Card Issuer to withdraw from the Card Agreement without being required to provide reasons.
- 15.9. If the Cardholder uses the right of withdrawal, this must be communicated in writing by registered mail before expiry of the above period. The Card will then be blocked by the Card Issuer. However, this does not free the Cardholder from the obligation to reimburse all amounts owing that have been deducted from the Card Balance due to Payment Transactions triggered before the notice of withdrawal, without delay and in any event by no later than the date which is indicated in the Card Account Statement received from the Card Issuer. In addition, in such a case, the Card Issuer is not bound to reimburse the issue and activation fee paid by the Cardholder. In addition, if they use the right of withdrawal, the Cardholder shall pay, without delay, for services that the Card Issuer has actually provided up to such withdrawal, as indicated in the Card Application.
- 16. Payments into the Card Account by mistake**
  - 16.1. If the Card Issuer makes a payment into the Card Account by mistake or as a result of a systems error, the Card Issuer will automatically take the amount out of the Card Account. If Comercard suspect a payment into the Card Account was the result of fraud, Comercard will remove it.
  - 16.2. If a payer makes a payment from within the into the Card Account and the payer asserts that this payment was in error, Comercard will contact the Cardholder to establish whether the payment was intended for the Cardholder. In cases where the Cardholder asserts the payment was intended for the Cardholder, Comercard are legally required to share certain information with the payer's bank, such as the Cardholder's name, address and information relating to the transaction.
  - 16.3. In all other cases, the Card Issuer will require the Cardholder to provide information about the payment. Comercard retains discretion to give the Cardholder time to show that the payment was intended for the Cardholder before they return it or Comercard will obtain the Cardholder's consent. The Card may not be available for use during the time that this process described above is taking place.
- 17. Incident regarding a Card**
  - 17.1. In case of an incident, the Cardholder shall immediately notify the Card Issuer (no later than 24 hours from discovery of this Incident) by phone, on following number +44 (0) 203 393 7777 or by email to the following address info@comercard.co.uk. The Card is immediately blocked after receipt of the notification. The Cardholder undertakes to assist the Card Issuer in good faith in clarifying the circumstances and other relevant information in connection with the Incident and to take the measures that the Card Issuer may require in connection with investigations. Where the Card Issuer suspects or perceives fraud or security threats in respect to a Card, the Card Issuer will contact the Cardholder by SMS, phone call, email or through the Financial Services Provider to inform the Cardholder to contact the Card Issuer.
  - 17.2. If the entire process identifying the Cardholder was correctly implemented, the Card Issuer shall not assume any liability for losses arising from blockage of a Card following the notification of an Incident by a third party that identifies itself as the Cardholder or someone close to the Cardholder.
  - 17.3. The replacement cost of a Card will be charged to the Cardholder. As a general rule, replacement of a Card takes at least 7 Business Days from receipt of notification of the Incident.
- 18. Blocking and withdrawal of the Card**
  - 18.1. The Card Issuer reserves the right to block or withdraw (e.g. at Cashpoint Machines) the Cardholder's Card at any time, at its sole discretion, if:
    - the security of the Card has been compromised;
    - the Card Issuer has grounds to suspect the occurrence of an incident (e.g. after the discovery of suspicious transactions) or if it has been notified of an Incident;
    - If the initiated Payment Transaction exceeds the limit provided for in article 3.2 of the Terms and Conditions;
    - The Card Issuer is required by law to block the Card or is authorised to terminate these Terms and Conditions for just cause.
  - 18.2. If any of the above events occurs, the Card Issuer shall, to the extent legally permissible, inform the Cardholder before the blocking/withdrawal of the Card. If the Card Issuer is unable to inform the Cardholder in advance of the blocking/withdrawal of the Card, it will do so immediately after unless the Card Issuer is prohibited by law to do so. The Card Issuer shall not be liable for the consequences of the blockage or the withdrawal of the Card suffered by the Cardholder and/or those resulting from fact that the Cardholder has been informed late or not at all of such blocking or withdrawal, except in the event of deception or gross negligence. The use of a blocked or withdrawn Card is unlawful and may be the subject of criminal proceedings. In this case, the Card Issuer reserves the right to provide Affiliated Merchants and/or Affiliated Banks with all the information needed to directly obtain the amount owed by the Cardholder.
  - 18.3. The Card Issuer will unblock the card if investigation proves that the reason for blocking has been resolved.
- 19. Term and termination**
  - 19.1. The Card Agreement is concluded for an indefinite (or open-ended) period. Either party shall be entitled to terminate the Card Agreement at any time and without giving reasons. If terminated at the instigation of the Card Holder, one month's notice from receipt of written notice of termination, shall be complied with. If terminated at the instigation of the Card Issuer, a period of two months' notice from receipt of written notice of termination, shall be complied with.
  - 19.2. If the Cardholder has not fulfilled its contractual obligations or if the Payment Transactions of the Cardholder could be contrary to public order or morality, the Card Issuer may terminate the Card Agreement with immediate effect. In this case, all Payment Transactions shall be carried out in accordance with the Terms and Conditions; likewise Bank costs shall continue to apply to the processing of Payment Transactions in progress.
  - 19.3. The termination of the Card Agreement shall not end all existing contractual relations between the Card Issuer and the Cardholder. However, as a consequence, the Cardholder shall no longer be authorised to use the Card or to execute Payment Transactions in accordance with these Terms and Conditions.
- 20. Data processing and data protection**
  - 20.1. The Card Issuer is the controller within the meaning of the general data protection regulation ("GDPR") and shall, in this respect, comply with the provisions of the GDPR, the Data Protection Act 2018 and any associated law. The Cardholder accepts that in its capacity as controller, during the term of the agreement and for 5 years after the end

of the contractual relationship, the Card Issuer processes, inputs, backs up and processes the data provided by the Cardholder in electronic form or in another form, for the purposes of performance of the agreement for provision of the Card and only for the purpose of providing the services requested by the Cardholder.

- 20.2. Details regarding the privacy policy implemented by the Card Issuer is set out in the document entitled "privacy policy". The privacy policy is available at any time on [www.cornercard.co.uk/privacy](http://www.cornercard.co.uk/privacy).
- 20.3. The exchange of personal cardholder data between the Card Issuer and the Cardholder's Financial Service Provider, including but not limited to identity documentation, is accepted for the purposes of issuing, managing, administering and processing the cards and otherwise providing services.
- 20.4. The Financial Service Provider is furthermore authorised to change the Cardholder's address, issue a new PIN code at his/her request, block and activate the card as well as adjust, in agreement with the Card Issuer, the spending limit, via Cornercard's online services.
- 20.5. The Cardholder authorises the Card Issuer to transmit all correspondence to the Financial Service Provider. The Cardholder also accepts that the Financial Service Provider may, through the Card Issuer's online services, consult the balance of the Card(s), view the individual Payment Transactions carried out with the Card(s) as well as the Card Account Statements for the last 24 months and export or print all such data in a form determined by Cornercard (e.g. Excel or PDF file).
- 20.6. The Cardholder accepts that their data may be securely transmitted to third party providers for the purpose of providing the benefits included with their Card.
- 20.7. Priority Pass: where eligible, the Card Issuer is authorised to transmit the Cardholder's data to Priority Pass in London (UK) to establish Priority Pass™ access to VIP lounges at airports worldwide). In the event of written cancellation of the Card, the Priority Pass™ shall expire with the expiration of the Card.
- 20.8. Concierge Service: An external partner, currently Quintessentially Concierge S.R.L., 20122 Milano (Italy), provides, on behalf of the Card Issuer, a concierge service (e.g. ticket orders, travel or event organisation, hotel and restaurant reservations, emergency assistance). The name of the external partner and any other information concerning the concierge service may be requested at any time from the Card Issuer at +44 (0) 203 393 7777. The Cardholder agrees that, where eligible, their phone number and email address will be provided to the concierge provider and that the concierge may contact the Cardholder directly for an initial welcome call.
- 20.9. Insurance: The Cardholder authorises the Card Issuer to transmit all necessary data to the competent insurance company in the event of a claim. In the event of intermediation of insurance policies, the insurer alone is held liable for any errors, negligence or incorrect information provided. The Cardholder's data shall be processed confidentially in accordance with the provisions of the GDPR (as set out in the Privacy Policy available from [www.cornercard.co.uk/privacy](http://www.cornercard.co.uk/privacy)). Insofar as authorised by the GDPR and provided that proper data protection is guaranteed, the Card Issuer may instruct a third party to process the card application, to issue the card and to process transactions. Personal data made available with respect to insurance may be transmitted to insurers and shall be processed by the Issuer and other affiliated companies of the Cornèr Bank Ltd. group (mother company of Cornercard) and insurers exclusively for the purpose of entering into and administering the insurance agreement and in the event of an insurance claim. Personal data may be transmitted to an authorised third party and/or another company of the Cornèr Bank Ltd. group in connection with the performance of the insurance agreement.
- 20.10. Data may also be transferred abroad insofar as the third-party country has adequate data protection laws. Personal data shall be stored in electronic and/or paper form. The Cardholder also notes that he/she has rights to the information, in accordance with data protection legislation, and that he/she may, in certain circumstances, demand the correction, blocking or deletion of certain data.

#### 21. Information and statements on the internet

- 21.1. The Cardholder acknowledges and accepts that, insofar as the statutory conditions for provision of information to the Cardholder through a website are complied with, the Card Issuer may decide to provide certain information exclusively via the Online Account. Therefore, the Cardholder undertakes to regularly check the Online Account. A copy of each Card Account Statement will also be distributed to the Cardholder by the Financial Service Provider.
- 21.2. The Card Account Statement is produced once per month and made available to the Cardholder using the online access functions for the Card Issuer's website (electronic statement). The Card Account Statement will be made available to the Cardholder in an electronic form that allows the Cardholder to store and reproduce the information unchanged, such as pdf. The statement shall include the Payment Transactions completed, as well as their date, charges, fees and costs. The Card Account Statement will also specify the Monthly Outstanding Amount and the due date by which Cornercard must be reimbursed. The Cardholder undertakes to check the Card Account Statement without delay and to inform the Card Issuer of any error without delay.
- 21.3. If the Cardholder does not receive the Card Account Statement in electronic form or is not able to consult the electronic statement for the month in question, they shall immediately inform the Card Issuer. In the absence of notification, it shall be assumed that the Cardholder has received the Card Account Statement within the aforementioned period and is aware of its content.

#### 22. Notifications and requests from the Cardholder

- 22.1. Unless otherwise specified in these Terms and Conditions, the notification or the transmission of information is carried out in the manner agreed (e.g. in the Card Agreement or via the Online Account) between the Card Issuer and the Cardholder. According to the method of communication that has been agreed, the Card Issuer provides the Cardholder with the information needed for technical connection of the Cardholder to the method of communication in question. All notices and communications of the Card Issuer within the meaning of this agreement are considered duly received, if sent by post, three calendar days after the date of sending the notifications or communications in question or, if sent by fax, on the sending date indicated on the fax. All communications, requests and questions from the Cardholder to the Card Issuer shall be sent to the Card Issuer at the following email address [info@cornercard.co.uk](mailto:info@cornercard.co.uk) or telephone +44 (0) 203 393 7777.
- 22.2. All communications between the Card Issuer and the Cardholder relating to the issuance and use of the Card shall be made in English. Cornercard can provide certain documents in German, Italian and French in addition to English, however, the meaning of the English version of any document will prevail.
- 22.3. The Cardholder may at any time during the contractual relationship with the Card Issuer, request a copy on a durable medium of these Terms and Conditions, the Card Agreement and any other information, the Terms and Conditions relating to the use of the Card as they appear in another relevant documents, in their most recent version/update.

#### 23. Compliance with legal provisions and exchange of information

- 23.1. The Card Issuer and/or the Financial Service Provider or their respective representatives have the right to record telephone conversations between them and the Cardholder for quality assurance and for security reasons, to save these recordings on data media and retain these records for one year in compliance with the GDPR and any applicable legal provisions. The Cardholder consents to such recording and backup.

- 23.2. The Card Issuer may fully or partially transfer its rights under the Card Agreement to other companies of the Cornèr Group on national territory and abroad or any other bank(s), financial institution(s) or any other third party. In such event, references in the Card Agreement to Cornèr or Card Issuer shall be construed to the extent necessary as reference to its transferees). In the event the Card Issuer does transfer its rights under the Card Agreement, any references to the Card Issuer in the Card Agreement shall be construed to mean its transferee. The Cardholder is not permitted to transfer their rights under the Card Agreement to any third party.
- 23.3. If the Cardholder needs more detailed statements than the Card Account Statements or other specific information from the Card Issuer in order to satisfy their statutory, regulatory or other obligations, the Cardholder shall immediately notify the Card Issuer.
- 23.4. The Cardholder is informed that the Card Issuer may be required to send the name of the Cardholder to competent foreign authorities (including tax authorities) and on the basis and within the context of foreign statutory provisions.
- 23.5. The Cardholder warrants that the Cardholder remains in compliance with all tax obligations levied upon the Cardholder (in particular any reporting obligations to the competent authorities) and that the Cardholder will remain in compliance with such tax obligations for as long as the Cardholder maintains a business relationship with the Card Issuer.
- 23.6. Taxes or costs may apply to the Cardholder that are not charged by, and/or will not be paid through the Card Issuer.
- 23.7. The Card Issuer reserves the right to terminate the Card Agreement with immediate effect if any of the information provided by the Cardholder during the application process is incorrect or eventually proven to be incorrect. The Card Issuer retains discretion to allow the Cardholder to correct any errors. The Card Issuer accepts no liability arising from such circumstances. The Cardholder may be required to compensate the Card Issuer for any damages the Card Issuer incurs as a result of the Cardholder providing incorrect information during the application process.
- 23.8. The Card Issuer may be required to transmit information concerning the Card or the Cardholder to the competent UK or foreign authorities.

#### 24. Acceptance and modifications of contractual documents

- 24.1. The signature on the Card Agreement together with their respective appendices formalises the consent of the Cardholder and the Issuer to the contractual relationship.
- 24.2. The Card Issuer reserves the right to modify the Card Agreement and any other information and the Terms and Conditions, at any time, particularly in the event of changes to statutory or regulatory provisions in the banking and financial sector, in the event of a change of regulatory provisions regarding the issuance of Cards or modifications affecting the conditions on the financial markets, in accordance with the Terms and Conditions.
- 24.3. The Card Issuer may also change Fees (including removing or adding Fees) and other terms to the Card Agreement where the change is to:
  - Take account of an actual, or reasonably expected change in the interest rates Cornercard has to pay, for example as a result of a change to the lending rate set by the Bank of England;
  - Reflect an actual or reasonably expected change in Cornercard's underlying costs or in law or regulation or to its way of doing business, including the introduction of new technology, or;
  - Reflect any other actual or reasonably expected change that affects Cornercard if it is reasonable to pass the change on to the Cardholder as a Fee.
- 24.3. Any change the Card Issuer may make to Fees or any other terms in the Card Agreement will be reasonably proportionate to the effect of the change levied on the Card Issuer.
- 24.4. The Card Issuer will give the Cardholder at least two months' notice before a proposed change comes into force. Where the Card Issuer deems the change to be to the Cardholder's advantage, the change will enter force with immediate effect and the Card Issuer will notify the Cardholder within 30 days of the change coming into effect.
- 24.5. The Card Issuer will notify the Cardholder of any changes via their Card Account Statement, and insofar as the legal conditions are met, the Card Issuer may make such information available via the Cardholder's Online Account or the website of the Financial Service Provider. The clauses affected by the changes/additions and their content shall be clearly identified.
- 24.6. The proposed amendments of additions may also be implemented by a separate document, which then becomes an integral part of the Card Agreement. Changes, additions and separate documents are deemed to have been accepted and shall take effect two months from the date written notice is sent to the Cardholder.
- 24.7. If the Cardholder has not appealed and not cancelled and destroyed their Card within the two-month notice period, the Cardholder will be deemed to have accepted the changes and will come into effect when the two-month notice period has ended.
- 24.8. If the Cardholder objects to changes, additions or separate documents, they must inform the Issuer by contacting Customer Services, and then has the right to terminate the contractual relationship regarding their Card with immediate effect.

#### 25. Applicable law/forum/ extrajudicial conciliation authorities

- 25.1. The Terms and Conditions, and the Cardholder's relationship with the Card Issuer arising out of or relating to the Terms and Conditions, will be governed by the law of England and Wales. However, if the Cardholder is resident elsewhere in the UK, any relevant consumer protection law of the Cardholder's home jurisdiction that exceeds the consumer protection law of England and Wales will apply to the Terms and Conditions.
- 25.2. The Cardholder should contact Cornercard if they do not believe they have received the standard of service they expect.
- 25.3. Any claim or complaint ("Claim") is to be sent to [info@cornercard.co.uk](mailto:info@cornercard.co.uk). The Card Issuer shall acknowledge receipt of the Claim within 2 days and respond within 15 Business Days after the day on which it received the Claim. If a reply cannot be provided within the above-mentioned period of time for reasons beyond the Card Issuer's control, the Card Issuer shall inform the Cardholder, specifying that the response shall be given within the next 35 Business Days after the day the Claim was received.
- 25.4. If the Cardholder has exhausted the Card Issuer's complaints procedure in clause 25.3 the Cardholder may complain to the Financial Ombudsman Service (<https://www.financial-ombudsman.org.uk>) by using the following details:
  - \* By phone: 0800 023 4567
  - \* Online: <https://help.financial-ombudsman.org.uk/help>
  - \* By post: Financial Ombudsman Service, Exchange Tower, London E14 6SR.
- Until 1 January 2021, the Cardholder may submit a complaint through the European Commission online dispute resolution platform instead of complaining directly to the Financial Ombudsman Service at <http://ec.europa.eu/odr>.
- 25.5. All disputes arising out of or relating to the Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales. However, if the Cardholder is resident elsewhere in the UK, the Terms and Conditions will be subject to the relevant court in the Cardholder's home jurisdiction.

\* The currency that the Cardholder has selected in the Card Application applies.

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