

## LOVE2SHOP ONLINE CARD, ONLINE CARD and YOUR CHOICE CARD TERMS AND CONDITIONS

This Agreement applies to Your Card. You must read it carefully. By applying for or using the Card, You are agreeing to the contents of this Agreement. Your rights and obligations in relation to Your Card are as set out in this Agreement. You can view or download a copy of this Agreement and any amendments to it at any time via the Website.

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“**Agreement**” means these Card terms and conditions;

“**Available Funds**” means the value at any given time of unspent funds loaded onto Your Card and available to pay for transactions, fees and/or charges payable under this Agreement;

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“**Card**” means the Love2shop Online Card, the Online Card and/or the Your Choice Card;

“**Cardholder**” means You;

“**Cooling-Off Period**” means the period of 14 calendar days after Your Card is first made available to You for use;

“**Denominated Currency**” means British Pounds Sterling;

“**Lost or Stolen Card Contact Number**” means **0330 123 2711**;

“**Love2shop Online Card**” means the Love2shop Online Card issued by Us to You and detailed within the Fee Summary Table set out within the Fees and Limits Section below;

“**Mastercard**” means Mastercard Europe SA, a Belgian limited liability company (Enterprise Registration No RPR-0448038446) of 198A Chaussee de Tervuren, 1410 Waterloo, Belgium who process transfer Available Funds to the Merchant;

“**Merchant**” means a provider of goods and/or services who accepts Your Card as a means of payment whether at a distance (e.g. by telephone and online) or over the counter (as applicable);

“**Online Card**” means the Online Card issued by Us to You and detailed within the Fee Summary Table set out within the Fees and Limits Section below;

“**Our**”, “**PCS**”, “**Us**” or “**We**” means Park Card Services Ltd (Company Registration No 3280082), with its registered office at Valley Road, Birkenhead, Wirral, CH41 7ED;

“**Purchaser**” means the original purchaser of the Card;

“**Shortfall**” means when following completion of a transaction there are insufficient funds on Your Card for that transaction;

“**Website**” means either [www.love2shop.co.uk](http://www.love2shop.co.uk) or [www.getpark.co.uk](http://www.getpark.co.uk);

“**You**” or “**Your**” means the Cardholder, the person to whom the Card is issued, the person applying for the Card and/or the person who uses the Card; and

“**Your Choice Card**” means the Your Choice Card issued by Us to You and detailed within the Fee Summary Table set out within the Fees and Limits Section below.

### Card Services:

Telephone: **0330 123 2712**

Postal address: **Card Services, Valley Road, Birkenhead, Wirral, CH41 7ED**

Email: [cardservices@love2shop.co.uk](mailto:cardservices@love2shop.co.uk)

Website: [www.love2shop.co.uk](http://www.love2shop.co.uk)

If there is anything that You do not understand about this Agreement, please contact Us using the Card Services contact details shown above.

### 1. YOUR CARD

- a) Your Card is an electronic money product authorised and regulated by the Financial Conduct Authority in the UK.

- b) Your Card is not a credit or debit card and is not in any way connected to a bank account. Your Card does not provide You with any protection under the Consumer Credit Act 1974. Your Card is not covered by the Financial Services Compensation Scheme.
- c) Funds loaded onto Your Card will not earn any interest.
- d) This Agreement was provided to the Purchaser of the Card. The Purchaser and each subsequent Cardholder agree to retain and provide this Agreement to subsequent Cardholders. A copy of this Agreement is also available online on the Website or can be provided to you by calling Card Services. The original receipt for the purchase of the Card and the Card number will be required and should be retained in case the Gift Card is lost, stolen or damaged, or for Customer Service purposes. The entire Gift Card number is printed on the Gift Card, but is not printed on the Gift Card receipt. Please record the entire number and keep in a safe place.

## 2. APPLYING FOR AND ACTIVATING YOUR CARD

- a) To apply for a Card, You must be at least 18 years old and a UK resident. We may ask to see evidence of Your identity and Your address.
- b) We may perform electronic checks to confirm Your identity when You apply for a Card. When We electronically check, personal information provided by You may be disclosed to a registered credit reference agency who may keep a record of that information. **A formal credit check is not performed and Your credit rating will not be affected.** By applying for the Card You are agreeing to Your information being passed to such agencies for this purpose.
- c) As soon as You receive Your Card You must sign the signature strip on the back of it. You must not use the Card until it is signed.
- d) You will need to activate and register Your details when You receive Your Card. Full instructions on how Your Card can be activated can be obtained by visiting [www.love2shop.co.uk](http://www.love2shop.co.uk) or by contacting Card Services.

## 3. LOADING YOUR CARD

- a) The Cards are non reloadable cards and can only be loaded by Us in the denominations set out at Clauses 3.b) and 3.c) below.
- b) The Love2shop Online Card and/or the Online Card are available in the following denominations: £50; £100; £200; £300; and £400.
- c) The Your Choice Card is available in the following denominations: £25; £50; £75; £100; £125; £150; £200; and £300.
- d) Your load amount will be the same as the denomination of Your Card.
- e) An issuance fee will apply when loading Your Choice Card, please see the Fees and Limits Section below.
- f) Your funds will be available for use after You have activated and registered Your Card.

#### 4. USING YOUR CARD

- a) You can use the Love2shop Online Card and/or the Online Card at selected online retailers. For a complete list of accepting retailers go to Our Website. **Neither the Love2shop Online Card nor the Online Card can be used in high street stores.**
- b) You can use the Your Choice Card at any retailer (both online and on the high street) wherever the Mastercard® Acceptance Mark is shown, subject to the restrictions set out in this Agreement.
- c) **You will not be able to use Your Card to set up a recurring payment or regular subscriptions.**
- d) **You will not be able to use Your Card after its expiry date.**
- e) Before using Your Card You must ensure there are sufficient Available Funds.
- f) Spending limits may apply to Your Card, see the Fees and Limits Section below for full details.
- g) All payments made using Your Card shall be in the Denominated Currency.
- h) Your Card can only be used to pay for goods or services in the UK and online in the Denominated Currency.
- i) We will deduct the value of Your transaction(s) from the Available Funds on Your Card as soon as the transaction is made. We will also deduct any applicable fees as soon as they become payable by You, see the Fees and Limits Section below for full details..
- j) Your Card may not be used for illegal transactions, to buy illegal goods or services.
- k) The Card belongs to Us. We may at any time suspend, restrict or cancel Your Card or refuse to issue or replace a Card for reasons relating to the following:
  - i. if We are concerned about the security of Your Card;
  - ii. if We suspect that Your Card is being used in an unauthorised, fraudulent or grossly negligent manner;
  - iii. if You break an important term of this Agreement, or repeatedly break any term in this Agreement and following notice fail to resolve the matter in a timely manner; or
  - iv. if We need to do so to comply with applicable law.
- l) If We suspend, restrict or cancel Your Card or refuse to issue or replace Your Card for any reason, We will tell You as soon as We reasonably are able to do so or are permitted to do so. In some cases We may ask You to stop using Your Card and return it to Us or destroy it. We may issue You with a replacement Card if after further investigations We believe that it is safe to do so.
- m) We may also refuse to pay a transaction:
  - i. if We suspect Your Card is being used in an unauthorised, fraudulent or grossly negligent manner;
  - ii. if sufficient funds are not loaded on Your Card at the time of a transaction to cover the amount of the transaction and any applicable fees; or
  - iii. if We believe that an attempted or intended transaction will break applicable law.

- n) If We refuse to authorise a transaction, We will, if practicable, tell You why unless it would be unlawful for Us to do so. You may correct any information We hold (which may have caused Us to refuse a transaction) by contacting Card Services.
- o) We cannot guarantee that in every given situation a Merchant will accept Your Card. In all cases, Merchants should check that Your Available Funds will cover the transaction amount. For Your information it is important to note that some transactions for the Your Choice Card may not be allowed by some types of merchants, including but not limited to casinos, online gaming sites, betting shops, dating and escort services or massage parlours.
- p) In some circumstances We (or a Merchant) may require You to have Available Funds in excess of the transaction amount. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on Your Card. Examples include:
  - i. when Your Card is used at certain Merchants including bars and restaurants, an additional amount (typically 10%-20%) is automatically added as an anticipated service charge or tip, temporarily reducing the Available Funds on Your Card; and/or
  - ii. when Your Card is used to purchase fuel at an automated fuel pump, it must have a minimum credit of typically between £10 to £50 or currency equivalent.

If Your actual transaction is less than the additional amount added or You spend less than the minimum credit amount, it may take up to seven (7) Business Days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between You and the Merchant will be deducted from Your Card. For further information please refer to the FAQs on Our Website.

- q) Some Merchants including, but not limited to, hotel and rental car operators – Merchants such as these may not be able to accurately predict how much Your final bill will be, in some cases they may request an authorisation for funds greater than Your Available Balance. This is called “pre-authorisation”. We suggest that You consider using an alternative prepaid or credit card for pre-authorisations and using Your Card when checking out of the hotel or paying Your final car hire bill. You will not be charged twice by the hotel or car hire company.
- r) Some Merchants including, but not limited to, internet Merchants – Some such Merchant’s websites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact Your Available Balance. Also please bear in mind that many websites will not deduct payment until goods are dispatched, so please be aware of this when checking Your balance to make sure You always have sufficient funds available to cover Your purchases.
- s) You can check Your Available Balance by calling Our automated balance service on **0330 123 2711**.
- t) You must not distribute, transfer or in any way provide Your Card to residents of India.
- u) If You wish to return any goods purchased with Your Card You must follow the Merchant’s procedures.

## 5. AUTHORISING TRANSACTIONS

- a) The authorisation of a transaction can include authorising a single transaction or pre-authorising future transactions of a certain or uncertain amount.

- b) Your Card cannot be used to authorise a series of recurring transactions (including transactions for an indefinite period).
- c) A Card transaction will be regarded as authorised by You where You proceed with the transaction at the point of sale by following the instructions provided by the Merchant, for the transaction which may include:
  - i. entering Your Card into a Chip and PIN device and entering Your PIN;
  - ii. signing a sales voucher;
  - iii. providing Your Card details and/or providing any other details as requested; and/or
  - iv. waving or swiping Your Card over a contactless card reader.
- d) Authorisation for a transaction may not be withdrawn by You after the time We have received it. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant that You withdraw authorisation and provides a copy of the notice to Us and as long as the notice was provided to Us no later than the close of business on the Business Day before the transaction was due to take place. We may charge You an Administration Fee if a transaction is withdrawn by You, see the Fees and Limits Section below for full details.

## **6. TERMINATION AND EXPIRY AND CANCELLATION**

- a) You have the right to cancel Your Card (and thereby this Agreement) without reason or notice and without being charged the Redemption Fee (see the Your Rights To A Redemption and the Fees and Limits Sections below for full details) if You have not used Your Card and You notify Card Services that You wish to cancel Your Card during the Cooling-Off Period. In these circumstances any Issue Fee will also be refunded back to You.
- b) You also have the right to cancel Your Card (and thereby this Agreement) without reason or notice but You may be charged the Redemption Fee and any Issue Fee will not be refunded (see the Fees and Limits Section below for full details of the Redemption Fee and the Issue Fee) if:
  - i. You have used Your Card to make any purchase or to authorise any transaction (no matter how small); and/or
  - ii. You notify Card Services after the Cooling-Off Period has ended.
- c) We may cancel Your Card (and thereby this Agreement) for any reason by giving You at least 2 months' notice. In these circumstances:
  - i. You will be refunded all Available Funds;
  - ii. You will not be charged the Redemption Fee (see the Fees and Limits Section below for full details); and
  - iii. You will be refunded a fair and reasonable proportion of any Issue Fee (see the Fees and Limits Section below for full details) taking into account any use of Your Card.
- d) This Agreement will terminate immediately in the event of Your death. We may also terminate this Agreement immediately and will tell You as soon as practicable:
  - i. if You breach a material term of this Agreement (or repeatedly breach any term in this Agreement and fail to resolve the matter in a timely manner); or
  - ii. if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives; or

- iii. if You fail to pay fees or charges that You have incurred or fail to put right any Shortfall immediately on request (see the Fees and Limits Section below for full details).

In any one of these circumstances, You/Your estate will receive a redemption of any Available Funds (see the Your Right to a Redemption Section below for details) but You/Your estate will be charged the Redemption Fee and will not receive a refund of any Issue Fee (see the Fees and Limits Section below for full details of the Redemption Fee and the Issue Fee).

- e) We may also cancel or suspend Your Card immediately if We believe Your Card is being used to commit fraud or for other illegal purposes. If We do this We will tell You as soon as We are permitted legally to do so.
- f) Your Card will be valid for the period ending on the expiry date set out when You purchase Your Card. Your Card will cease to function after that date and You will have no further rights to use it.
- g) You must contact Card Services to gain authorisation before returning a Card to Us.

## **7. KEEPING YOUR CARD SECURE**

- a) You should treat Your Card like cash. If it or the details contained upon it are lost or stolen, You may lose some or all of Your Available Funds, in the same way as if You lost cash in Your wallet or purse. As a result, You must keep Your Card and the details contained upon it safe, not share Your Card details with anyone or let anyone else use Your Card.
- b) If You are issued with a PIN, You must immediately memorise it and destroy the notification. You must keep Your PIN secret at all times. You can change Your PIN to a number of Your choosing at most ATM machines by following the on screen instructions.

## **8. YOUR LIABILITY**

- a) If You think a transaction is unauthorised or has been incorrectly executed, You must tell Us without delay by contacting Card Services. If You know or suspect Your Card is lost or stolen or Your PIN is known by someone other than You, You must contact Us without delay on the Lost and Stolen Card Contact Number **0330 123 2711**.
- b) Your maximum liability for any unauthorised transactions on Your Card is £35 unless Our investigations show that any disputed transaction was authorised by You, or You have acted fraudulently or with gross negligence (for example by failing to keep Your Card details or PIN secure or by failing to notify Us without undue delay on becoming aware of the loss, theft or unauthorised use of Your Card or Your PIN being known by someone other than You), in which case You will be fully liable for any loss We suffer because of the use of the Card.
- c) Provided You have not acted fraudulently or with gross negligence, We will refund the amount of any transactions which Our investigations show are not authorised by You.
- d) Where necessary and pursuant to the terms of this Agreement, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You (or any third party) using Your Card and to recover any monies owed as a result of Your activities.

## 9. OUR LIABILITY

- a) Any liability on Our part in connection with this Agreement shall be subject to the exclusions and limitations in this Section 9.
- b) We will not be liable for any loss arising from:
  - i. a Merchant refusing to accept Your Card;
  - ii. any cause which results from circumstances beyond Our reasonable control or which would have been unavoidable despite Our reasonable efforts to the contrary;
  - iii. Our suspending, restricting or cancelling Your Card or refusing to issue or replace it if We suspect Your Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in this Agreement;
  - iv. the goods or services (or in connection with use of the goods and services) that You purchase with Your Card;
  - v. Our compliance with any applicable laws; and/or
  - vi. loss or corruption of data unless caused by Our wilful default.
- c) Unless otherwise required by law or as set out in this Agreement, We will not be liable to You in respect of any losses You or any third party may suffer in connection with Your Card as a result of any Our actions which were not a foreseeable consequence of Our actions.
- d) From time to time, Your ability to use Your Card may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to:
  - i. use Your Card to pay for purchases; and/or
  - ii. obtain information about the funds available in Your Available Funds and/or about Your recent Card transactions.
- e) Where the Card is faulty, Our liability shall be limited to replacement of the Card loaded with any Available Funds.
- f) Where sums are incorrectly deducted from Your Available Funds, Our liability shall be limited to payment to You of an equivalent amount, subject to any anti-money laundering procedures.
- g) In all other circumstances, Our liability shall be limited to repayment of the amount of the Available Funds.

## 10. YOUR RIGHT TO A REDEMPTION

- a) If Your Card has not expired You have the right to redeem all or part of the Available Funds on Your Card by contacting Card Services and asking for a redemption.
- b) When We process Your redemption or We return funds to You in accordance with the Termination, Expiry and Cancellation Section above, We may charge a Redemption Fee (as referred to in the Fees and Limits Section below) except:
  - i. where You have notified Us that You wish to cancel this Agreement during the Cooling-Off Period and where Your Card has not been used to make any purchase or to authorise any transaction (no matter how small); or
  - ii. during the 12 months following expiry of Your Card; or

- iii. when You are cancelling Your Card because You object to a change We have made to this Agreement.
- c) Funds will be returned to You in the Denominated Currency.
- d) At Our absolute discretion, We will return the balance to You (less any fee due) by either:
  - i. a cheque being sent to Your address; or
  - ii. electronic transfer into Your bank account, using the account details that You provide;within 5 Business Days of the day on which You gave instructions to process the redemption.
- e) Before We return any funds to You, We may need to verify Your identity in order to satisfy any applicable anti-money laundering obligations. We have the right to withhold funds where We are concerned about fraud or other security issues.
- f) If there are any Available Funds remaining on Your Card one year after the date of cancellation or expiry of Your Card (or, if earlier, any other termination of this Agreement), and You have not requested a redemption, or not provided Us with all necessary information to enable Us to make the redemption (including, but not limited to, satisfying any applicable anti-money laundering obligations), a Management Fee for Expired Cards will be payable and will be deducted from Your Available Funds, see the Fees and Limits Section below for full details.
- g) We will not redeem funds remaining on Your Card if Your request for redemption is received by Us more than six years after the date of expiry of Your Card or, if earlier, after any other termination of this Agreement.
- h) The provisions in this Agreement relating to Your right to request a redemption and Our right to charge a Redemption Fee and/or any Management Fee (see the Fees and Limits Section below for full details) will survive the termination of this Agreement.

## **11. DISPUTED TRANSACTIONS**

- a) You may be entitled to claim a refund in relation to transactions made using Your Card where:
  - i. the transaction was not authorised under this Agreement. In most cases, We shall accept responsibility for any transaction which was incorrectly executed, provided it has been notified to Us in accordance with the Authorising Transactions Section above;
  - ii. a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected (taking into account normal spending patterns on the Card or the circumstances of the transaction). However a claim for a refund in such circumstances will not be accepted if the amount of the transaction was made known to You at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after being debited to Your Available Funds; and
  - iii. We were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date of such transaction.
- b) If any of the above circumstances apply, You should contact the Merchant first as this may lead to a quicker resolution of the dispute (and for the avoidance of doubt, reasonable time taken to contact the relevant Merchant shall not be deemed an undue delay). You can also ask Us to investigate any transaction or suspected misuse of Your Card. In such



cases, and subject to the other terms of this Agreement, We will immediately process a refund of the amount of the disputed transaction and/or We may need more information and assistance from You to carry out such investigation.

- c) If We refund a disputed transaction to Your Card and subsequently receive information to confirm that the transaction was authorised by You and correctly taken from Your Card, We may deduct the amount of the disputed transaction from the Available Funds.
- d) If Our investigations subsequently discover that the disputed transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an Administration Fee, see the Fees and Limits Section below for full details.

## 12. CHANGES TO THIS AGREEMENT

- a) We may change the terms of this Agreement (including, without limitation, changing existing fees or introducing new fees) by notifying You by email, by post, via Our Website, and/or by other reasonable means at least 2 months before the change is due to take effect, unless a change in the law does not allow Us to provide You with 2 months prior notice.
- b) An up-to-date version of this Agreement will always be available on Our Website. You should check Our Website regularly for any changes to this Agreement.
- c) When We notify You of a change to this Agreement, You will be deemed to have accepted the notified change unless You notify Us that You do not agree to the change prior to the change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish immediately to terminate this Agreement and We will refund to You all Available Funds subject to the provisions set out in the Your Right to a Redemption Section above. In such circumstances, You will not be charged any the Redemption Fee and You will be refunded a fair and reasonable proportion of any Issue Fee taking into account any use of Your Card (see the Fees and Limits Section below for full details of the Redemption Fee and the Issue Fee).

## 13. FEES AND LIMITS

- a) Please see the Fee Summary Table below for a full list of the fees that apply to Your Card:

**Card Issue Fee:** There are two types of Card to choose from:

**Your Choice Card:** Allows You to shop online or in store wherever the Mastercard Acceptance Mark is shown. A ten percent (10%) fee applies to the funds loaded to the Your Choice Card when it is purchased. For example, buying a £100 Your Choice Card incurs a £10 fee - so the Purchaser is charged £110.

**Love2shop Online Card and/or the Online Card:** Allows You to shop online at a selected list of major high street retailers. Neither the Love2shop Online Card nor the Online Card can be used in high street stores. No issuance fee applies to the Love2shop Online Card or the Online Card.

**Card load fees:** N/A

**Service fees – monthly fees:** N/A

**Customer services telephone calls:** Calls will be charged at Your standard network rate. Call charges from mobiles will vary and may be considerably higher.

**Replacement Card Fee (Lost/Stolen/Damaged):** A fee of £8.90 shall be deducted from Your Available Funds when You are issued with a replacement Card following Your

request for a lost, stolen or damaged Card replacement, subject to sufficient balance being available as Your Available Funds.

**Card Cancellation/Redemption Fee:** If applicable, as detailed within Sections 6 and 10 above, a fee of £8.90 shall be deducted from Your Available Funds when You request cancellation or a redemption, subject to sufficient balance being available as Your Available Funds.

**Investigation Fee:** A fee of £10 shall be deducted from Your Available Funds, subject to sufficient balance being available as Your Available Funds.

**Management Fee for Expired Cards:** A one pound (£1.00) Management Fee per month is deducted from the Available Funds in each month, starting from the thirteenth (13<sup>th</sup>) calendar month following expiry of the Card. For example if Your Card expired on 31 January 2020 the Management Fee would be deducted from 1 February 2021.

**Administration Fee:** £10

**Card Expiry:** A minimum of 12 months after it is first made available for use by You.

**Minimum and Maximum loads allowed:** Your Card is pre-loaded with the denomination purchased.

**Number of loads allowed in period:** Your Card cannot be re-loaded.

**Value of loads allowed in period:** N/A

**Number of transactions allowed per calendar day:** 30

**Value of transactions allowed per calendar day:** Up to the value pre-loaded on Your Card.

**Number of transactions allowed over 4 calendar days:** 60

**Value of transactions allowed over 4 calendar days:** Up to the value loaded on Your Card.

- b) Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event, for any reason whatsoever, a Shortfall is created following completion of a transaction, such Shortfall shall be immediately payable from You to Us unless it is due to an error on the part of the Merchant where Your Card was presented, in this circumstance We may seek payment of all or some of the Shortfall from the Merchant.
- c) You agree that once We notify You of any Shortfall, We will charge You for the Shortfall amount and You must repay it immediately. We may charge the amount of the Shortfall from any other card or account that You hold with Us, from any other payment method which You may designate at that time, or from any funds which You may subsequently load onto Your Card. We may suspend Your Card until We are reimbursed the Shortfall amount. In addition, We reserve the right to charge You the Administration Fee for each transaction that You make using Your Card that results in a Shortfall or increases the Shortfall amount on Your Card.
- d) **You are responsible for ensuring that You have sufficient Available Funds when You authorise a transaction.**

## 14. YOUR DETAILS

- a) You must let Us know as soon as possible of any changes to Your name, address, telephone number or email address. If We contact You in relation to Your Card (for example, to notify You that We have cancelled Your Card or to send You a refund), We will use the most recent contact details You have provided to Us. Any e-mail to You will be treated as being received as soon as it is sent by Us using the details You have most recently provided.
- b) We will not be liable to You for any loss caused to You due to any delay in Us contacting You if Your contact details have changed and You have not notified Us of such change.

## 15. DATA PROTECTION

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Card is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website [www.love2shop.co.uk](http://www.love2shop.co.uk). By using Your Card and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

## 16. DISPUTES WITH MERCHANTS

If You have any disputes about purchases made or other transactions using Your Card, You should settle these with the Merchant from whom You bought the goods or services or otherwise transacted. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using Your Card. Remember that, subject to the Authorising Transactions Section above, once You have used Your Card to make a purchase We cannot stop that transaction. Your Card is not a credit or debit card and does not provide You with any protection under the Consumer Credit Act 1974.

## 17. COMMUNICATIONS AND COMPLAINTS

- a) If You have an enquiry relating to Your Card, please contact Us using the Card Services contact details shown on page 1 of this Agreement.
- b) If You are unhappy in any way with Your Card or the way it is administered or serviced or You wish to receive details of Our complaints procedure, please contact Card Services using contact details shown on page 1 of this Agreement.
- c) If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR or by telephone on **0800 023 4567** (calls to this number are now free on mobile phones and landlines) or on **0300 123 9 123** (calls to this number are now charged at the same rate as 01 or 02 numbers). These numbers may not be available from outside the UK, so please call **+44 20 7964 0500** if You are phoning from abroad. You may also email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk).
- d) If You have purchased Your Card from Our Website and You are not happy with the product or service provided and feel that We cannot resolve Your issue, You are entitled to submit Your complaint via the European Online Dispute Resolution platform ("ODR platform") by visiting the following website: <http://ec.europa.eu/consumers/odr/>

## 18. COMPENSATION

- a) Your Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with Your Card. This means that in the unlikely event We become insolvent Your funds may become valueless and unusable and as a result You may lose Your e-money.
- b) As a responsible e-money issuer, We ensure that once We have received Your funds they are deposited in a secure account, specifically for the purpose of settling transactions made by Your Card.

## **19. GOVERNING LAW**

This Agreement is governed by English law and You agree to the exclusive jurisdiction of the courts of England. All communications regarding any aspect of this Agreement shall be in English.

## **20. CARD ISSUER**

Your Card is issued by Us pursuant to a licence from Mastercard. We are Authorised and Regulated by the Financial Conduct Authority to issue electronic money (FRN: 900016). Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard.