

Tymit Credit Card - Terms and Conditions

INTRODUCTION

These Terms & Conditions apply to your Tymit Visa card (the Tymit Card). Please read them carefully. You can download a copy of these Terms & Conditions at any time from our website www.tymit.com

Tymit Limited (Tymit) is a business with its registered office at 5 Merchant square, London, England, W2 6LG and with company number 10827757. Tymit is authorised and regulated by the Financial Conduct Authority (FCA) as a consumer credit firm and is included in the Financial Services Register (Firm Reference Number 796994).

Your Tymit Card is issued by Transact Payments Limited (the Issuer, TPL) being a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA and company registration number 108217. TPL is authorised and regulated by the Gibraltar Financial Services Commission as an electronic money institution and is a member of the Visa card scheme. Tymit is solely responsible for the issuing of credit to you and TPL is solely responsible for the issuing of the Tymit Card.

These terms and conditions constitute the entire agreement between you and the Issuer in respect of your Tymit Card. Together with the Tymit Credit Agreement (Credit Agreement) they also form the contractual framework between you and Tymit. These terms and conditions therefore form the agreement between you, Tymit and the Issuer with regard to the Tymit Card (Agreement). You should not allow your Tymit Card to be used by anyone else.

Please read this Agreement carefully before using your Tymit Card or activating your Tymit Card or using any of our services. By ordering and activating your Tymit Card, you accept the terms of this Agreement. Use of "you", "your" or "Cardholder" means the person who is identified as having successfully applied for a Tymit Card and having entered into this Agreement with us. Use of "We", "we" or "us" means the Issuer and/or Tymit on its behalf.

Where **Applicable Law** is referred to in this Agreement, it means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by TPL from time to time.

Where **Regulatory Authority** is referred to in this Agreement, it means as the context requires, Visa and/or any regulator or agency having jurisdiction over Issuer or Tymit related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Gibraltar Financial Services Commission.

1. SCOPE OF THIS AGREEMENT

1.1 Your Tymit Card is issued to you by the Issuer and is a Visa physical or virtual credit card, denominated in Pound Sterling (GBP).

1.2 Your rights and obligations relating to the use of your Tymit Card are set out in this Agreement. Your rights and obligations with respect to the credit provided by Tymit to you are set out in the Credit Agreement. You have no rights against Visa Inc. or its affiliates.

1.3 This Agreement is written and available only in English. All our communications with you relating to this Agreement and your Tymit Card will be in English.

1.4 You acknowledge that the Issuer and/or Tymit may communicate with you by email and/or SMS and/or via the smartphone app that allows you to manage your Tymit Card ("Tymit Mobile App") when providing you with any service notifications or other information about your Tymit Card. It is therefore important that you ensure you keep your e-mail address, mobile phone number and Tymit Mobile App notification services activated and updated via the Tymit Mobile App. We will not be responsible for notifications which you do not receive due to your failure to provide us with up to date or correct contact information.

2. APPLY FOR AND REGISTERING TYMIT CARD

2.1 To become a Tymit customer, you must be at least 18 years old, a resident of the UK, have successfully registered as a customer of Tymit (by providing your personal details and completing the Tymit identification process) and successfully entered into a Credit Agreement. You can apply for your Tymit Card via the Tymit Mobile App, which you can download via your mobile phone. When you apply for a Tymit Card you apply for both a (i) virtual card and (ii) a physical card and a virtual card.

2.2 We will create your Tymit Card for you on the basis of the personal information (Information) that you have provided to us. You must provide accurate Information and communicate any changes to your Information as soon as possible so that our records remain correct.

2.3 We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us to undertake electronic identity verification checks on you either directly or using relevant third parties.

3. RECEIVING AND ACTIVATING YOUR TYMIT CARD

3.1 Subject to satisfactory completion of any identification checks, your physical Tymit Card will be issued and mailed to your home address. Your virtual Tymit Card is obtained directly via the Tymit Mobile App.

3.2 When you receive your Tymit Card, you as the Cardholder must immediately sign the physical card (if applicable) and activate the Tymit Card via the Tymit Mobile App.

3.3 Once your Tymit Card has been activated, you will be able to access your four-digit personal identification number for use with your Tymit Card ("PIN") via the Tymit Mobile App. You must never reveal your PIN to anybody. We will never reveal your PIN to a third party or ask you to tell us your PIN.

3.4 You must not select a PIN that may be easily guessed, such as a number that:

- is associated with you, such as your telephone number or birth date; or
- is part of data imprinted on the Tymit Card; or

- consists of the same digits or a sequence of running digits; or
- is identical to a previously selected PIN.

3.5 Regardless of the type of Card you have, you are permitted to have only one payment account (as defined in the Payment Services Regulations 2017) (Account) where your Credit Limit is located. If we discover that you do have more than one Account, we may block your Card and terminate this Agreement.

3.6 You may cancel your Card free of charge before activating and using it, and up to 14 calendar days after the date of activation (the Cancellation Period) by writing to Customer Services. This does not apply to replacement Cards where the Cancellation Period for the original Card may have expired.

4. USING YOUR TYMIT CARD

4.1 Your Tymit Card can be used at any retailer, or any other person, firm or corporation that accepts cards which display the Visa branded acceptance mark or logo ("Merchant") to make purchases via the internet or over the phone and, if you also have a physical Tymit Card, you can also use it to make purchases in-store within the UK or abroad (fees may apply, see Tymit Fees and Charges section). Each transaction must be authorised by you. We will treat transactions as authorised by you if:

4.1.1 your Tymit Card is tapped against a "contactless" point-of-sale terminal reader, available for transactions of up to 30 GBP (this value may be amended from time to time) and accepted by such reader or by signing a sales voucher;

4.1.2 your Tymit Card PIN or other security code personal to you is used; or

4.1.3 you enter your Tymit Card details as requested on the payment pages of a Merchant's website or mobile application and complete all required authentication procedures.

4.2 Your Tymit Card is a credit card, which means you can use your card to make purchases up to the maximum amount of credit that Tymit makes available to you under the Credit Agreement (Credit Limit). Your available Credit Limit will be reduced by the full amount of each transaction you make, plus any applicable taxes and charges at the time of making the transaction. You must not use your Tymit Card once you have reached your Credit Limit. You can check your available Credit Limit at any time by using the Tymit Mobile App. You are expected to pay back to Tymit your purchases plus any applicable taxes, charges and interest (Outstanding Balance). You can check your Outstanding Balance and the dates when this balance is due in the Tymit Mobile App.

4.3 Your authorisation for a transaction will be received by the Issuer at the time we receive the relevant transaction instruction from the Merchant acquirer.

4.4 We will receive your authorisation for such transactions almost instantaneously and you will not be able to withdraw your consent to the transaction after this time unless otherwise provided by Applicable Law.

4.5 If for any reason a transaction is carried out which causes your Account to exceed its Credit Limit, you must repay us this extra amount immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.

4.6 The Tymit Card can be used to make transactions in a currency other than GBP (foreign currency transaction). The amount deducted from your Credit Limit will be converted to GBP on the day of

receipt of the transaction request. A wholesale rate set by Visa shall be used for the currency conversion, which will be available on each Business Day. Changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate, and they may change between the time you authorise a transaction and the time Visa settles the transaction. In order to allow you to compare charges for currency conversion, you can compare real-time, the difference between the amount that will be charged on your Card for a foreign currency transaction (applied by Visa) to the latest available euro foreign exchange reference rates issued by the European Central Bank. Tymit will not apply any mark-up or fee to foreign transactions. You can view this information on the Tymit Mobile App. You can also find out the exchange rate which was applied to a transaction through your transaction history, available via the Tymit Mobile App. When you use your Tymit Card to make a foreign currency transaction, we do not charge any additional foreign currency exchange fees (see Fees and Charges section).

4.7 Subject to this section 4, where a transaction:

4.7.1 is to be made in any currency of a member of the European Economic Area or the UK, we shall ensure that the payment will be credited to the recipient's account by the end of the Business Day following our receipt of your authorisation;

4.7.2 is to be made wholly within the European Economic Area but in another currency, we shall ensure that the payment will be credited to the recipient's account by the end of the fourth Business Day following our receipt of your authorisation.

4.8 Due to security safeguards, Merchants are required to seek authorisation from the Issuer for all of the transactions that are made using a Tymit Card. In some circumstances, Merchants may require you to have a Credit Limit greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make, and you should ensure you know the exact amount of the transaction at the time you authorise the transaction. This may be the case for: hotels, rental cars, and certain internet Merchants – certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact the Credit Limit. Many Merchants, particularly online Merchants, will not deduct payment from a Tymit Card until goods are dispatched. You should be aware of any payments that will be deducted in this manner when you are making other purchases to ensure that your Credit Limit is enough to cover all purchases. We will release the value of funds blocked without undue delay as soon as we are aware of the exact amount of the transaction and immediately after receipt of the relevant transaction instruction from the Merchant.

4.9 If a Merchant agrees to give you a refund for a purchase made using your Tymit Card, the funds will be added to the Credit Limit of your Tymit Card and reduced from your Outstanding Balance when the Issuer receives the funds from the Merchant.

4.10 We will provide you with a statement of transactions through the Tymit Mobile App. We recommend that you check your Credit Limit and your transaction history regularly through the Tymit Mobile App to identify any potential unauthorised use of your Tymit Card and to check for transactions which you do not recognise.

LIMITS ON THE USE OF THE TYMIT CARD

4.11 The Tymit Card can be used in situations where it is not possible to obtain online authorisation that the Cardholder has a sufficient Credit Limit for the transaction (i.e. offline transaction). This may be the case for transactions carried out on trains, ships, and some inflight purchases. You will be

responsible if an offline transaction does go through for whatever reason and you must repay us any amount that exceeds the Credit Limit.

4.12 The Tymit Card should not be used as a form of identification.

4.13 The Tymit Card must not be used for any illegal purpose or in any manner prohibited by Applicable Law.

4.14 The Tymit Card should not be used for gambling, for any adult entertainment or for quasi cash transactions (i.e. a product or item that is representative of actual cash, like foreign currency, gaming chips etc).

4.15 The table below summarises the limits of your Tymit card:

Transaction Type	Limit per day	Limit per month	Limit per year
Overall	10,000 GBP	15,000 GBP	150,000 GBP
ATM withdrawals	200 GBP	200 GBP	2,400 GBP
Physical card usage (POS terminals)	8,000 GBP	15,000 GBP	150,000 GBP
Online card usage	5,000 GBP	5,000 GBP	150,000 GBP

EXPIRY DATE

4.16 The expiry date of the Tymit Card is printed on the back of the Tymit Card. You will not be able to use the Tymit Card once it expires. A replacement Tymit Card will be sent to you automatically prior to the expiration date of your current Tymit Card (fees may apply, see Fees and Charges section).

4.17 Subject to section 5, you are responsible for the use of any Tymit Card issued to you under this Agreement and any fees or charges that may be incurred through use of your Tymit Card, either under this Agreement or under the Credit Agreement.

STATEMENTS AND ACCESS TO RELEVANT INFORMATION

4.18 You can decide whether information about your payment instrument should be actively provided by us (e.g. in a monthly statement sent to your email address) or instead made available for you to obtain (e.g. via the Tymit Mobile App, without an accompanying email notification).

4.19 An annual statement of fees will be provided free of charge and will be provided on paper upon request. This document provides you with an overview of all the fees for services linked to your Account during the period shown on the document.

4.20 The method of communication used to provide the annual statement of fees will be email by default. You can contact Tymit Customer Services to request that statement is instead sent on paper to your home address.

4.21 To check the Outstanding Balance, available Credit Limit, or review your transactions you can log into the Tymit Mobile App or contact Tymit Customer Services.

5. THIRD PARTY PROVIDERS

5.1 In this clause 5 "TPP" means an appropriately authorised or registered Third Party Provider which can be any or all of the following - Account Information Service Provider ("AISP"), Payment Initiation Service Provider ("PISP") or Card-Based Payment Instrument Issuer ("CBPII") (as those terms are defined in the Payment Services Regulations 2017).

5.2 You have the right, to the extent permitted by law, with respect to your Account, to make use of a TPP. If you are thinking of using a TPP, you should check whether the TPP is appropriately registered or authorised with the relevant financial regulator before you use it.

5.3 You acknowledge and agree that if you do make use of a TPP, such TPP shall:

5.3.1 in the case of an AISP, have access to your Account and all the transactions, data and other information contained therein (which may include sensitive personal information);

5.3.2 in the case of a PISP, be able to give payment orders as if it were you or an authorised party acting on your behalf; and

5.3.3 in the case of a CBPII, be able to request confirmation of funds availability within your Account, and agree that we shall act on such access, instructions and requests as if they were provided to or given by you and shall be effective as if yours, whether or not authorised.

5.4 We may deny a TPP access to your Account for objective (i.e. reasonably justified) and duly evidenced reasons relating to unauthorised or fraudulent access to the Account by that TPP, including the unauthorised or fraudulent initiation of a payment transaction. Unless we are excused by law from giving such notification, we will notify you in the manner in which we consider most appropriate in the circumstances of the denial of access and, unless we are excused by law from providing such reasons, the reasons for the denial will be provided before such denial of access, unless it is not reasonably practicable to do so, in which case we will notify you immediately afterwards. You acknowledge that we may be required to report the incident to the relevant competent authority with details of the case and the reasons for taking action.

5.5 You acknowledge and agree that it is your responsibility, and not the responsibility of the relevant TPP, to notify us of any unauthorised or incorrectly executed funds transfer or any non-executed or defective funds transfer in accordance with this Agreement, notwithstanding that the relevant funds transfer was initiated through a TPP, and further that we may disregard such notification received from a TPP.

6. YOUR LIABILITY AND AUTHORISATIONS

6.1 You are responsible for the use of your Tymit Card.

6.2 You are responsible for keeping your Tymit Card safe and your Tymit Card and Tymit Mobile App security information safe.

6.3 You must not:

6.3.1 allow another person to use your Tymit Card or your Tymit Mobile App;

6.3.2 write down your PIN or any security information in a way that enables another person to make fraudulent use of your Tymit Card or Tymit Mobile App;

6.3.3 disclose or make available your PIN or other security information to another person;

6.3.4 allow another person to remove your Tymit Card out of your sight; or

6.3.5 enter your PIN at a point of sale terminal in a manner which would enable anybody else to see the PIN.

6.4 You will be responsible for all transactions which you authorise in accordance with the provisions of this Agreement.

6.5 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence.

6.6 You agree to indemnify us (i.e. pay us back in full) and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of the Tymit Card or Tymit Mobile App log-in details, or PIN by, or authorised by, you.

6.7 The Tymit Mobile App is only supported on devices where the operating system has not been modified, or jailbroken, or configured to allow software installation from sources other than those approved by Tymit (including the Apple App Store and Google Play). Use of the Tymit Mobile App on such a device is at your risk and we cannot be held responsible for any financial loss or loss of data or Information.

6.8 If you have used your card in the period of two weeks before its expiry date, we will send you an email to inform you that we will automatically transfer the outstanding balance to a new card. The new card will be issued to you free of charge and sent to you at the address you have given us within two weeks of the expiry date. Tell us if you do not want your card to be renewed. To do this send an email to support@tymit.com.

6.9 If your card has not been used in the eight weeks prior to its expiry date, you will be sent an email asking if you want to replace that card and keep any existing balance on it. If you request that we do this, you will be issued with a replacement card within two weeks. A replacement card fee may apply, as set out in the Fees and Charges section.

6.10 If you renew your card in any circumstances, this Agreement will continue to apply.

6.11 If you request that your card is not renewed or do not request a replacement, you will not be able to use it after its expiry date and this Agreement will terminate. Once your Account is closed and subject to any legal obligations with which we must comply, you can redeem any amount that has put your Account in credit (Available Balance) up to 6 years after the expiry date. We may charge a Redemption Fee if you request redemption of your Available Balance before, or 12 months after, expiry of this Agreement. Any such Redemption Fee is set out in the Fees and Charges section. If any balance remains on the card for more than 6 years after the expiry date, it will not be refunded.

6.12 We shall have the absolute right to set-off, transfer, or apply sums held in your Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

7. LOST, STOLEN OR DAMAGED CARDS

7.1 In the event of loss, theft, fraud or any other event that results in the risk of unauthorised use of the Tymit Card, you must ensure the Tymit Card is locked via the Tymit Mobile App immediately. You can also lock your Tymit Card by calling +44 (0) 203 856 8630 (subject to standard phone charges). If we contact you (by phone, chat, or email) to confirm the loss, theft, or possible misuse of the Tymit Card, you must reply to us within seven days.

7.2 Provided that you have followed the steps in accordance with section 7.1 and that section 7.3 does not apply, you will not be liable for losses that take place after you have locked your Tymit Card or informed Tymit Customer Services to do so.

7.3 If we can prove that you have acted fraudulently or with gross negligence or intent: (i) in failing to notify us of the lost or stolen Tymit Card; or (ii) where you have failed to keep your Tymit Card or security information related to the Tymit Card and/or Tymit Mobile App safe; or (iii) where you have breached this Agreement, then you shall be liable for all resulting losses to the extent permitted by law.

7.4 Subject to 7.2, you may be liable up to a maximum of £35.00 or equivalent currency for any losses incurred as a result of unauthorised payment transactions carried out using your Tymit Card prior to you locking or you requesting us to lock your Tymit Card where the Tymit Mobile App or Tymit Card or the Tymit Card security information has been lost or stolen, or where you have failed to keep such security information safe from misappropriation.

7.5 If your card is used without your permission, or is lost, stolen or if you think the card may be misused, we may disclose to law enforcement agencies, any information which we reasonably believe may be relevant. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.

7.6 We will not be liable for:

7.6.1 any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems or any industrial action which happens for reasons outside our reasonable control) if this prevents us from providing its usual service;

7.6.2 any person refusing to accept or honour (or delays in accepting or honouring) your card, card number or PIN; or

7.6.3 any cash machine failing to issue cash.

7.7 We will not be liable for the way in which you are told about any refusal or delay.

7.8 In case of errors or disputes about transactions, write to us via chat on the Tymit Mobile App or email at support@tymit.com.

8. FEES AND CHARGES

8.1 Your Tymit Card is issued free of charge.

8.2 Tymit does not charge any fees for using the Tymit card on purchases denominated in currencies other than GBP.

8.3 You may be charged a late payment fee (up to a maximum of £10) in the event that you don't pay your monthly repayment back to Tymit on or before its due date.

Transaction Type	Fee
Late repayment fee (for each late payment)	Maximum of £10.
Return payment fee (for each returned payment)	£0 for the first three return payments in a calendar year and £5 thereafter.
Over Limit Fee (if you are over your Credit Limit at Closing Date)	£0.
Monthly or annual fee	£0.
Non-sterling transaction fee	0% of the transaction amount.
Card issue fee	£0.
Replacement card fee	£5.

9. UNAUTHORISED TRANSACTIONS AND INCORRECTLY EXECUTED TRANSACTIONS

9.1 You must check your Tymit Card transaction history regularly through the Tymit Mobile App in accordance with section 4.10. If you believe a transaction was not authorised by you or was made incorrectly, you must inform Tymit Customer Services immediately, but in any event within 13 months of the date of the relevant transaction. You may be entitled to a refund for that transaction.

9.2 If you initiated a transaction and the payee claims not to have received the funds, we shall make immediate efforts to trace the transaction and shall notify you of the outcome. Unless we can prove the transaction was received by the payee's payment service provider, we will refund the amount involved and restore your Credit Limit and Outstanding Balance to the level at which it would have been if that particular transaction had not occurred.

9.3 We shall execute each transaction using the information you provide to us and we shall not be liable to you for non-execution or defective execution if it transpires that the information you provided to us was incorrect. However, we shall make reasonable efforts to recover the funds involved in that transaction and we may charge you for our costs of doing so.

9.4 If we were responsible for an incorrectly executed transaction which you notified us of in accordance with section 9.1 above, we will refund the amount involved and restore your Credit Limit and Outstanding Balance to the level at which it would have been if that particular transaction had not occurred.

9.5 Where any refund is due to you, we shall make it immediately and, in any event, by the end of the next Business Day following the day on which we become aware of the unauthorised transaction (unless we have reasonable grounds to suspect fraudulent behaviour by you). However, if, following investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable to pay us back for any loss we suffer from your use of your Tymit Card and/or Tymit Mobile App.

9.6 Where you have agreed that another person can take a payment from your Tymit Card (e.g. if you have given your Tymit Card details to a retailer for the purpose of making ongoing payments), you can ask us to refund a payment if all the following conditions are satisfied:

9.6.1 the authorisation given did not specify the exact amount to be paid;

9.6.2 the amount that has been charged to your Tymit Card was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

9.6.3 you make the refund request within eight weeks of the date when the payment was taken from your Tymit Card.

9.7 We may ask you to provide information as is reasonably necessary to verify that sections in 9.6.1 – 9.6.3 are satisfied.

9.8 If you ask us to make a refund under section 9.6 then, within 10 days working days (Monday to Friday excluding UK public holidays, hereafter referred to as "Business Days") of the date we receive your request (or if we ask for more information under section 9.7, within 10 Business Days of the date we receive that information) the Issuer will either:

9.8.1 refund the payment in full; or

9.8.2 tell you the reasons why your refund has not been granted.

9.9 You will not be entitled to a refund under section 9.6 and in accordance with section 9.8.2 if:

9.9.1 you have given the Issuer your consent for the payment to be made; and

9.9.2 where applicable the Issuer or Tymit (or the person or a Merchant you agreed to pay) has given you information on the payment in question at least four weeks before the due date of the payment; or

9.9.3 the reason the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

10. VARIATION

10.1 The Issuer may change this Agreement, by providing you with at least two months' notice of the changes by issuing a notice of variation letter to the latest address which you have given us. The most recent version of this Agreement will always be available within the Tymit Mobile App.

10.2 If you do not agree with the changes to this Agreement, you may at any time within the two-month notice period terminate this Agreement and cancel your Tymit Card in accordance with section 10.1 without charge. However, if you do not terminate this Agreement and cancel your Tymit Card during this period then you will be deemed to have accepted the changes and the new terms will apply to your Tymit Card.

10.3 If any part of this Agreement is inconsistent with any regulatory requirements, then the relevant regulatory requirement shall prevail.

11. TERMINATION OR SUSPENSION OF THIS AGREEMENT AND YOUR TYMIT CARD

11.1 When this Agreement is terminated, your Account is closed.

11.2 You may terminate your Tymit Card and this Agreement at any time without notice by contacting Tymit Customer Services. You can continue to use your Tymit Mobile App. Cancelling this Agreement will not affect your Credit Agreement which will continue in force unless cancelled by you in accordance with the terms of the Credit Agreement.

11.3 The Issuer can terminate this Agreement at any time by providing you with two months' notice by issuing a notice of variation letter to the latest address which you have given us.

11.4 We can suspend your Card/Account, restrict its functionality or terminate this Agreement at any time and with immediate effect if:

11.4.1 you haven't given us the information we need or we believe that any of the Information you have provided to us was incorrect or false; or

11.4.2 a Transaction was declined because you have exceeded your Credit Limit or you do not repay money that you owe to us; or

11.4.3 you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or

11.4.4 we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or

11.4.5 we believe that your use of the Card may result in harm to us or our systems; or

11.4.6 we believe that your continued use of the Card may damage our reputation; or

11.4.7 you become bankrupt; or

11.4.8 we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law; or

11.4.9 you do not access your Account for 12 months; or

11.4.10 we cannot process some or all of your transactions due to the actions of third parties; or

11.4.11 you have breached this Agreement.

11.5 If we suspend or terminate your Tymit Card, we will, if able to do so and in accordance with Applicable Law, tell you via the Tymit Mobile App or e-mail prior to suspending or terminating your Tymit Card together with our reasons. In addition, we may advise anyone involved in the transaction if a suspension has taken place.

11.6 At our discretion, we will unlock your Tymit Card as soon as practicable after the reasons for restricting or suspending its use cease to exist and we will inform you via the Tymit Mobile App or e-mail when we have unlocked your Tymit Card.

11.7 If any additional fees are found to have been incurred on your Tymit Card following termination by either you or us, then subject to this Agreement, you shall repay to us any sum which relates to a withdrawal on the Tymit Card or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and you must repay any sums owed to us immediately. Should you not repay this amount immediately after receiving an invoice from us, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

12. TPL's LIABILITY

12.1 Subject to section 12.2, the liability of the Issuer in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

12.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services and failure of data processing systems;

12.1.2 we shall not be liable for any loss of profits, loss of business, (in each case whether direct or indirect) or for any indirect, consequential, special or punitive losses;

12.1.3 where the Tymit Card is faulty due to our fault, our liability shall be limited to replacement of the Tymit Card;

12.1.4 where sums are incorrectly deducted from your Credit Limit due to TPL's default, TPL's liability shall be limited to payment to you of an equivalent amount;

12.1.5 if sums are deducted from your Credit Limit but you did not authorise such deduction in accordance with this Agreement, then our liability shall be as set out in section 7;

12.1.6 we shall not be liable to you if your contact details have changed and you have not told us;

12.1.7 TPL shall not be liable for goods or services that are purchased with the Card;

12.1.8 for any use of this Card that is contrary to this Agreement;

12.1.9 for any damages due to loss, fraud or theft that you have reported to us 13 months after the event.

12.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud, or otherwise to the extent that such liability cannot be limited or excluded under applicable law or regulation.

12.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

12.4 The above exclusions and limitations set out in this section shall apply to any liability of the Issuer's counterparties such as Visa, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as Visa, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

13. COMPLAINTS PROCEDURE

13.1 Complaints regarding any element of the service provided by us (including your Tymit Card) can be sent to Tymit Customer Services via e-mail to complaints@tymit.com. All complaints are subject to the procedure set out in our complaints policy. You can request a copy of that procedure at any time by contacting Tymit Customer Services. You will receive acknowledgment of the receipt of the complaint by email within 3 business days.

13.2 If you feel that your complaint or grievance has not been dealt with satisfactorily, you have the right to take your complaint to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, by visiting <https://financial-ombudsman.org.uk> or by telephone on 0800 023 4567. If you have not received a final response letter from us within 15 business days of raising your complaint, or the final response letter has been received but is not satisfactory to you, you will need to bring your complaint to the Financial Ombudsman within six months.

13.3 Alternatively, and only if your complaint relates to transactions made via your card, you can contact TPL by emailing complaints@transactpaymentslimited.com. If TPL's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision. In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Gibraltar Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

13.4 If you have any disputes about purchases made using the Tymit Card, you should settle these with the relevant Merchant. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using the Tymit Card. Remember that once you have used a Tymit Card to make a purchase we cannot stop that transaction.

13.5 We will try to resolve any complaints you have about your payment instrument or the service we provide to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

14. GENERAL

14.1 Any delay or failure to exercise any right or remedy under this Agreement by the Issuer or Tymit shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

14.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

14.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to this Agreement. You will remain liable until all Tymit Cards registered in your name are terminated and all sums due under this Agreement have been paid by you in full. The Issuer and Tymit may assign their respective rights and benefits at any time without prior written notice to you. They may subcontract any of their obligations under this Agreement to the extent permitted by applicable law and regulation.

14.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Visa and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in section 12.4 may enforce section 12.

14.5 This Agreement is governed by English law.

14.6 By entering into this Agreement, you agree to the exclusive jurisdiction of the courts of England and Wales.

15. CONTACTING CUSTOMER SERVICES

15.1 If you have a query regarding your Tymit Card, you can contact Tymit Customer Service via e-mail at support@tymit.com or via chat using the Tymit Mobile App.

15.2 Lost, damaged or stolen cards can be reported via the Tymit Mobile App, by e-mail at support@tymit.com or by calling Tymit Customer Services (available 24/7 for this purpose on +44 (0) 20 3389 5270; this number may be subject to standard network charges). Please refer to section 7 for more information on what you should do when your card is lost, damaged or stolen.

16. YOUR PERSONAL INFORMATION

16.1 TPL is the Data Controller of your Personal Data associated with the application for and use of this Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the personal data which we request, we will take steps to terminate this Agreement in accordance with clause 11.4.3 above.

16.2 TPL will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data.