

## Cardholder Terms and Conditions

These Terms and Conditions apply to the use of our Mastercard Card. Our Card is issued to You by Optimus Cards UK Limited on behalf of CL Powered by Ledger.

By signing our CL Card application, you accept these Terms & Conditions and confirm the following:

- The information you have provided is accurate and correct and you are the person whose details you have provided and notify us immediately if your contact details change.
- You can enter into this legally binding agreement with us.
- You will only use Our Card for purposes as stated in the terms and conditions.
- You are 18 years of age or over and capable of taking responsibility for your own actions
- You are not acting on behalf of anyone else.

These Terms and Conditions set out the terms of Our relationship with You and explain Your and Our obligations to each other including the use of the Card, PIN, and Card Number.

These Terms and Conditions also govern the use of Our Mastercard upon which we make funds available to You to spend.

**Please refer to CL Card's Account Terms and Conditions that are separate to these Mastercard Card Terms & Conditions, which are a supplement to those, but must be read in conjunction.**

## Definitions

In these Terms and Conditions, the following expressions shall have the following meanings:

**"3DS"** means a 3D Secure authentication that requires you, the Cardholder, to enter an additional password when you make an online purchase to safeguard against fraud.

**"Account"** means the underlying Account You hold with CL Card linked to Our Card. Please refer to a separate set of Terms and Conditions in relation to this CL Card Account, which are different to these Terms & Conditions that pertain to Our CL Card Card

**"Agreement"** means the Agreement with Us in relation to the CL Card Card and which is made up of these Terms and Conditions, any amendments to them as notified to You, and any other document which You are required to sign for the provision of the CL Card.

**"ATM"** means an automated teller machine or cash dispenser bearing the Mastercard logo.

**"Available Balance"** means the value of funds available to spend on Our Card.

**"Business Day"** means any day (other than a Saturday or Sunday) on which CL Card is open for Business in the United Kingdom.

**"Card"** means the plastic or Virtual Card issued to You in accordance with these Terms and Conditions.

**"Card Carrier"** means the piece of paper that is attached to Our Card when Our Card is dispatched to You.

**"Cardholder"** means You, the authorised user issued with a Card who enters into the Agreement.

**"Card Issuer"** means Optimus Cards UK Limited.

**"Card Number"** means the 16-digit number on the front of the CL Card.

**“Card Services Support”** means the website or helpline operated on behalf of CL Card, which deals with queries and requests from Cardholders in relation to the activation and the use of a Card under these Terms and Conditions. The contact details for Card Services Support are detailed on the reverse of Our Card.

**“Contactless Transactions”** means a transaction that is carried out by tapping your CL Card Card on the electronic terminal, if it is enabled to accept Contactless Transactions.

**“Transaction”** means any authorised payment made out of your account by you

**“Fees and Charges Schedule”** means the fees and charges that are imposed upon the Cardholder by CL Card which will be provided to the Cardholder upon receipt of the Card application, and which is subject to change from time to time. Each schedule is deemed to form part of this Agreement.

**“Mastercard”** means Mastercard International the scheme, who operate the Card programme.

**“Merchant/Retailers/Supplier”** means any person, firm or company that supplies goods and/or services that displays the Mastercard logo and accepts Our CL Card Card for transactions.

**“Optimus”** means Optimus Cards UK Limited (company registered number 09044866) who are the program managers responsible for the support provided to the Card provider and Cardholder, whose registered office is at De Montfort House, High Street, Coleshill, B46 3BP.

**“PIN”** means the personal identification number sent to You (or which you have chosen) for use with the Card.

**“Recurring Transaction”** means continuous debit transactions that are debited from your account at agreed intervals authorised by you.

**“Terms and Conditions”** means these Terms & Conditions and those set out in any product leaflet, Card Carrier, or CL Card website.

**“Transaction”** means any cash withdrawal or retail sale (as appropriate) completed by You using Our Card.

**“We”, “Us” or “Our”** means CL Card, any agent acting on behalf of CL Card and any other person or entity to whom We may transfer or assign Our rights and obligations in the future.,

**“You” or “Your”** means the person named on the Cardholder Application Form as our customer.

## **1. Our CL Card Card and Eligibility**

1.1 This Card issued by CL Card to You, is a Mastercard Card and is not a Credit Card or Charge Card. You must not attempt to use Our CL Card Card to obtain credit. The CL Card Card shall remain the property of Optimus Cards UK at all times.

1.2 By agreeing to these terms, you agree to use our Mastercard responsibly, in line with the guidance we have given you. Our Card is issued to You for use by You only and cannot be used by any person other than You. If We find that Your CL Card Card is being used by any person other than You, we may deactivate the Card. We may reject applications for Cards at our sole discretion.

1.3 You will be liable for all transactions that have been authorised by you, the Cardholder.

1.4 By using our Mastercard you agree to, on a regular basis at least once a year, and for the receipt of payment in the form of cryptocurrency tokens as offered, promote and/or market via social media or your contacts to engage eligible new users in our services.

- 1.5 If You receive the Card and You are under the age of 18, You must contact Card Services Support immediately. You must not use the Card and You must cut it into pieces through the magnetic stripe and chip and dispose of it carefully.

## **2. Receipt of Our Card and Card Activation**

- 2.1 When the Card is successfully ordered, the Card will be posted to you if it is a plastic card or received on your device if it is a virtual card.
- 2.2 On receipt of Our CL Card Card, You must sign it immediately on the reverse. You must then activate Our Card before it can be used in one of the following ways:
- Online, by logging into Your account and following the activation instructions as outlined on our website/application.
  - Telephone Card Services Support Team on the number provided to You by CL Card or to our customer services team +44203 318 3774 (call charges may apply).
  - First ATM transaction.
- 2.3 You must activate Our Card within 1 month of receipt.
- 2.4 By signing the CL Card Card, You have received a copy of Your Agreement and agree to be bound by and comply with its terms, including the Fees and Charges Schedule given to You by CL Card, and that You accept the CL Card Card and consent to the use of Your personal information as set out in clause 20.

## **3. Additional Cards**

We may allow additional Cards at our sole discretion. We will indicate on our website if additional Cards will be available. We reserve the right to not offer additional Cards at our discretion.

## **4. Using Your Card**


- 4.1 Each time You use Our Card You authorise Us to reduce the value available on Our Card by the amount of the Transaction and any applicable fees as set out in the Fees and Charges Schedule. Charges may be payable for the Use of Our Card and are available from CL Card.
- 4.2 You may also use Our Card to carry out the following where applicable:
- Making payments for goods and services at merchants accepting Mastercard or displaying the Mastercard logo to make purchases in-store, via the Internet and over the phone in line with the limits of the funds we make available to you.
  - Withdrawing cash at any bank or ATM worldwide which displays the Mastercard logo.
  - Carrying out a purchase with cashback transaction where this service is available.
  - Undertake recurring transactions giving consent to a supplier or merchant to obtain repeat authorisations.
  - Making or receiving payments into your Account using Our Card.
- 4.3 A PIN will be provided to use with Our Card. Once Our Card has been activated You may change Your PIN at certain ATMs which have this facility and display the Mastercard logo. You must notify Card Services Support immediately if You believe that Your PIN has been obtained or changed without Your consent.
- 4.4 You must ensure that Your Available Balance on Our Card is sufficient to cover the amount of any Transaction (including fees) incurred by using Our Card.

- 4.5 You can check Your Available Balance online through the CL Card website (where applicable). If there is an entry which appears to be incorrect You must contact Card Services Support immediately.
- 4.6 When You make a payment using Your Card, that Transaction will be pending against Your Available Balance immediately and Our Card will normally be debited within 2 business days, although, in some circumstances, this may take longer, including transactions outside of the UK.
- 4.7 We shall not be obliged to carry out Transactions on Our Card in any particular order and You will be responsible for all Transactions that are debited from Our Card.
- 4.8 We are not responsible or liable for any Merchants that do not accept payment using Our Card and it is Your responsibility to check the policy with each Merchant. Nor do We accept responsibility for any goods or services purchased with Our Card.
- 4.9 We may apply certain restrictions to Our Card which we will advise You of, or We may, at Our sole discretion, restrict or refuse to authorise the use of Our Card or suspend Our Card where We consider that any use would be a breach of this Agreement, or We believe that You or a third party has committed or plan to commit crime.
- 4.10 We may charge You a fee for any declined Transactions.
- 4.11 We reserve the right to close or suspend Our Card indefinitely if there is suspicion of fraud (for example: repeated declined Transactions) or if you have breached any of the Card Terms & Conditions.
- 4.12 Daily limits apply to the use of Our Card and the funds we make available to you. These limits may vary (lower or higher) depending on Your usage of Our Card.

## **5. Authorisation of Transactions**

- 5.1 Payments are authorised using Your Card by:
- Inserting the Card into the chip reader and entering Your Personal Identification Number (PIN).
  - Entering Your Card details manually at the merchant's point of sale (including website).
  - Requesting a merchant to initiate a transaction on the phone providing Your Card number, expiry date, security code (CVV).
  - Swiping the magnetic stripe and signing the transaction receipt
  - Tapping Your Card against a contactless enabled reader

## **6. Contactless**

- 6.1 Contactless is a way of making payments on Our Card without using Your PIN.
- 6.2 Our Card has the contactless symbol  on it, so it can be used to make payments by simply holding Our Card up to any reader with the contactless symbol up to £45 or £100 depending on your issuer.
- 6.3 You can activate the Contactless element of Our Card by carrying out a transaction that requires You to enter Your PIN. Once You have carried out one transaction using Your PIN, You will now be able to use Our Card for Contactless Payments.
- 6.4 For additional security, after a number of Contactless transactions in a row, You will be required to enter Your PIN again.

## 7. Recurring transactions

- 7.1 You can use the Card to set up a regular payment (recurring transaction) to be made, which can be cancelled by You contacting the retailer, or other party You had made the arrangement with.
- 7.2 If you ask us to stop the payments, you must notify us no later than the business day before the payment was due to take place. We also advise you to contact the person you make payment to, so they do not try for the payment again. You will also need to contact them to cancel any agreement you hold with them as we cannot do this on your behalf.
- 7.3 By cancelling a recurring Card transaction, You will have withdrawn authorisation for future transactions. Any further transactions would be classed as unauthorised. Costs for cancelling a recurring transaction are outlined in Your Fees & Charges schedule provided to You by CL Card.

## 8. Cash Withdrawals

- 8.1 The Card enables you to withdraw cash on Your account at:
- An Automated Teller Machine (“ATM”) and
  - A point of sale provided the merchant offers this possibility and subject, among other requirements to limits which CL Card may set (“Cash at Checkout”).
- 8.2 You may withdraw cash in an amount up to the daily limit, provided We are able to make funds available to You, based on the levels of Digital Assets held in the Account (see article 4.12 of this Agreement).

## 9. Security

- 9.1 Upon receipt of Our Card, You must take reasonable steps to prevent the Card and PIN being lost or stolen. You will take reasonable precautions to protect the Card, Your account and PIN from unauthorised access by a third party. You must not allow anyone else to use Our Card or PIN.
- 9.2 You must inform Card Services Support immediately if Our Card has been lost or stolen or You have suspicions that someone else is using or has tried to use Our Card or PIN or where a Card is damaged or does not work. To do this, you can log in to your account and report the Card as stolen, contact CL Card’s customer service or call: +44203 318 3774 (call charges may apply).
- 9.3 The Card and any other materials Optimus Cards UK Ltd. issued to You are the property of CL Card or are licensed by.
- 9.4 If We request for Our Card or any other materials to be returned, You must return them to CL Card immediately.
- 9.5 If you identify or suspect fraud has occurred in relation to Our Card, you must contact Card Services Support immediately. To do this, you can log in to your account and report the Card as stolen, contact CL Card’s customer service or call: +44203 318 3774 (call charges may apply).
- 9.6 You will be liable for any transactions using Our Card whilst lost or stolen if you do not notify Card Service Support immediately or if it is proven that You were negligent in the use of Our Card, PIN or any related security.
- 9.7 We may deactivate Our Card at any time if we suspect any fraud or misuse in relation to the Card, PIN, or if there is any breach of this Agreement by You, or where We are required to do so by law.

- 9.8 As a consumer, Your liability will be limited to an overall limit of £45 of the loss. (If, however, You were negligent in the use of Our Card, You will be liable for all losses) and the Card will then be cancelled. You will be asked to provide Your details in order for Card Services Support to verify they are speaking to the Cardholder. Upon cancellation, and where applicable, a new Card and PIN will be ordered subject to the associated fees.
- 9.9 You may be asked to help Us, Our agents, or the police if Our Card has been stolen and We suspect that there has been fraud or misuse or if You have notified Us of a disputed Transaction (see section 14).
- 9.10 In respect of replacement Cards issued, CL Card reserves the right not to reissue a Card.
- 9.11 In the event of an unauthorised payment with the Card, CL Card is required to refund the transaction amount to Your account to the extent that the amount has already been debited from Your account. If the amount has not yet been debited, we will not charge the account.

## **10. Cancellation of Our Card**

- 10.1 You have a legal right to cancel Our Card without giving Us a reason or incurring any costs for a period of 14 days from the date that You receive Our Card. For the purpose of this clause, the date You receive Our Card is deemed to be 2 working days following the despatch of Our Card. This will not entitle You to a refund of any charges made in respect of the Card production, Transaction fees or cash withdrawal fees set out in the Fees and Charges Schedule provided to You by CL Card.
- 10.2 If You cancel Our Card, We will immediately block this Card.
- 10.3 You will be liable for all Transactions and charges incurred until We receive Your notice of Cancellation. You will also be liable for all Transactions and charges incurred after We have received Your notice of cancellation and where We can demonstrate You carried out the Transaction or incurred the relevant charge prior to the Card cancellation. For example, if You carry out a Transactions and cancel Our Card the following day, You will still be liable for the Transaction even if the Transaction does not show on Your account until after You have submitted Your notice of cancellation.
- 10.4 If Our Card is cancelled by You, CL Card, or Card Services Support You must cut the Card into pieces through the magnetic stripe and chip, then dispose of the Card and any other related materials carefully.

## **11. Expiry of Our Card**

- 11.1 Our Card has an expiry date and We will not authorise or process any Transactions conducted using Our Card once it has expired.
- 11.2 Upon expiry of Our Card, CL Card will usually automatically send You a replacement. Please contact Us if you do not receive a replacement Card upon expiry of Our Card, but would like to receive a new Card: +44203 318 3774 (call charges may apply).
- 11.3 If You do not wish to renew Our Card, please contact Card Services Support or visit CL Card's website or App.

## **12. Refunds for Card transactions initiated by or through the payee**

- 12.1 There may be entitlement to a refund of an authorised Card payment which was initiated by or through a payee and which has already been executed if all of the following conditions are met:

- a) The authorisation did not specify the exact amount of the Card payment when the authorisation was made.
- b) The amount of the Card payment exceeded the amount that you could reasonably have expected taking into account previous spending pattern and relevant circumstances of the case.
- c) You have requested the refund within a period of eight weeks from the date on which the funds were debited in Your account.

The refund will consist of the full amount of the executed Card payment.

12.2 You do not have a right to a refund where:

- a) You have given consent to execute the Card payment directly to CL Card.
- b) Where information on the future Card payment was provided to You for at least four weeks before the due date by CL Card or by the payee; and
- c) If the payment in question was higher than you reasonably expected to pay due to a change in any currency exchange rate.

12.3 Within ten business days of receiving a request for a refund, CL Card will either refund the full amount of the payment transaction or provide a justification for refusing the refund.

### **13. Travelling Abroad / Moving Abroad**

- 13.1 You must ensure that you inform Card Services Support of any intended travel abroad, to ensure any payments you make, whilst away, are less likely to be blocked by our transaction monitoring systems.
- 13.2 If you do have an unexpected block on Our Card you can call Card Services Support who will verify some transactions with You so that the block can be removed.
- 13.3 If You change Your country of residence that is outside of the scope of this Card, You must notify CL Card immediately.

### **14. Disputed Transactions**

- 14.1 If You believe that a Transaction carried out was not authorised by You, or if it has appeared on Our Card in error (disputed transaction), You must attempt to resolve a disputed Transaction with the Merchant prior to telephoning Card Services Support to pursue the dispute on Your behalf.
- 14.2 If You are unable to resolve the dispute with the Merchant, You must contact Card Services Support no later than 60 days from the date of the disputed Transaction. We will investigate any disputed Transaction in accordance with the Mastercard scheme rules.
- 14.3 Where You raise a dispute regarding an authorised transaction, We will credit Your account back temporarily whilst we investigate the dispute on Your behalf.
- 14.4 Where You believe Our Card was used without Your authority, You will need to notify the police. The crime reference number and details of the police station to which the theft was reported to will be requested by Card Services Support to enable them to process the dispute upon Agreement with CL Card.
- 14.5 If CL Card refunds a disputed Transaction to Our Card account and subsequently receives information to confirm that the transaction was in fact authorised by You, and correctly posted to Our Card, CL

Card will deduct the amount of the disputed Transaction from Your Available Balance. In the event that this Transaction is for an amount greater than the Available Balance, You will immediately, on receipt of written notice from Card Services Support or CL Card, pay any outstanding amount owed.

- 14.6 Where a request, Transaction, disputed Transaction, arbitration, or reversed Transaction involves third party costs, You will be liable for such costs and they will be deducted from Our Card balance or otherwise charged to You.

## **15. Amending these Terms and Conditions**

- 15.1 We may change these Terms and Conditions (including charges) at any time subject to the notice provisions below (section 15.4) and will inform You of any changes by one or more of the following ways:

- By writing to You.
- By updating the CL Card website (where applicable).
- By email or text.

- 15.2 We may change these Terms and Conditions at any time for any of the following reasons:

- To ensure business remains competitive
- To allow Us to improve services or facilities
- To take account of a change or anticipated change in market conditions or CL Card. practice
- To reflect a decision by a court, ombudsman, regulator or similar body
- To reflect changes in law and/or regulatory requirements
- To reflect any changes in our partners ownership.

- 15.3 We may also change the Terms and Conditions of Our Card at any time for any other necessary reason.

- 15.4 We shall apply the following notice provisions:

- If the change is to Your disadvantage, We will advise You at least 30 days before any changes to these Terms and Conditions are made and at any time up to 60 days from the date of notice, You may, for this reason, without notice, cancel Our Card and terminate the Agreement without any charge, provided You inform Us that this is the reason for Your cancellation.
- We may have to make any other change immediately and We will advise You within 30 days.

- 15.5 If You are not satisfied with any changes made to Your Terms and Conditions, You may cancel Our Card and terminate the Agreement at any time in accordance with clause 10.1.

## **16. Fees and Charges**

- 16.1 Those services that incur fees and charges, details of which will be provided to You by CL Card, for which You, will be responsible for.

- 16.2 These fees and charges vary depending on the products and services You use. If You use the services in a currency other than the currency in which the services are denominated, the amount deducted from Your Available Balance will be the amount of the Transaction, converted to Your account currency using the rate set by the Mastercard system on the date the Transaction is processed. (details on these rates can be obtained from Mastercard). You may also incur foreign exchange charges for these types of Transactions which are set out in CL Cards fees and charges.



- 16.3 There is a flat fee of £2.50 for each cash withdrawal. This fee applies to cash withdrawals at an ATM domestically. For any cash withdrawals in foreign currency outside of the UK there is a flat fee of £3.00 plus 1.5% of the transaction value. The ATM provider may charge additional fees.
- 16.4 Fees added to any transaction are included in the funds made available to you. These funds are based on the chosen Cryptocurrency or Cryptocurrencies you have selected to use as collateral in Our app or website.
- 16.5 We do not charge any fees for global retail and credit transactions made using Our Card, except those charged by Mastercard.
- 16.6 We will normally provide an electronic statement each month related to payments made on Our Card.

**17. Termination Suspension or Restriction of Your Account**

17.1 We may terminate suspend, for such period as required, Your use of the services at any time without prior notice when:

- In the event of any fault or failure in the data information processing system.
- We believe that You have used or are likely to use the services, or allow them to be used, to commit a criminal offence or if You are found to be in breach of this Agreement.
- We believe any Available Balance may be at risk of fraud or misuse.
- We have reasonable grounds to suspect fraudulent or unauthorised use of Our Card or PIN.
- We have reasonable grounds to believe the security of Our Card or PIN is at risk.
- We suspect that You have provided false or misleading information.
- By order or recommendation from the Police, Governmental or Regulatory Authority.
- You breach any of the Terms and Conditions of this Agreement.
- Upon Your death or if You become incapacitated.
- At Our discretion, if You become bankrupt or insolvent.

17.2 Termination of Our Card either by You or CL Card, will not affect Your rights and obligations, or that of CL Card arising under this Agreement prior to termination.

17.3 You may terminate this Agreement, and thereby cancel the Card at any time. You may contact our customer services team to cancel the Card by calling +44203 318 3774 (call charges may apply).

17.4 Restrictions may be applied for one of the following reasons:

- Legal or regulatory requirements.
- Industry or codes of practice changes.
- Changes in banking practices.

**18. Contacting Us / Contacting You**

18.1 You can contact Card Services Support by telephoning +44203 318 3774, or in writing to Card Services Support, PO Box 16757, Birmingham, B46 9DP.

- 18.2 Any correspondence that needs to be sent for Your attention will be mailed to the address that We and Card Services Support holds for You. (This service may also be available online where applicable and linked to Your online banking).
- 18.3 You must notify Us immediately if You change Your name, address or any other changes that would be relevant to Your Card account. If You do not inform Us of a change in contact information, then We/Card Services Support will contact You using the information they hold on the system.
- 18.4 You are responsible for ensuring that all contact details are up to date and any instruction You have given in updating these records are accurate and complete. Neither Us, Card Services Support or Mastercard can be held liable for any loss or damage You suffer if the information or instruction You provide is in any way inaccurate or incomplete.
- 18.5 Please note that telephone calls between You, CL Card and Card Services Support may be recorded for security, training and monitoring purposes, and to ensure that any instructions are carried out correctly.
- 18.6 By using Our Card, You are agreeing that We may, at Our option and/or in connection with the services provided, contact You by telephone, email, letter or text and also use and record electronic information, original documents, that You will not object to any electronic records or electronic information being used including without limitation in any proceedings, purely because they are in electronic form or because they may not be the best evidence available of the matters to which they relate.
- 18.7 If We suspect or identify any activity that We believe to be fraudulent on Our Card, We may need to contact You. We will contact You using the quickest way, which will include:
- Text Message
  - Telephone
  - App secure message
  - Email

Therefore, it is important that You ensure that You have provided Us with Your most up to date contact details.

## 19. Complaints

- 19.1 We consider a complaint to be an expression of dissatisfaction made by You in relation to the services We provide relating to this Card. We will try to resolve any complaint within 15 Business Days of receiving Your complaint.
- 19.2 In exceptional circumstances, where we cannot resolve your complaint within 15 Business Days , we will aim to do this within 35 Business days and will inform you, if this is the case.
- 19.3 We have procedures in place to make sure we handle Your complaint fairly and within a timely manner. You can raise a complaint in one of the following ways:
- Telephone Card Services Support
  - Write to CL Card, Level 18, 40 Bank Street, Canary Wharf, London, E14 5NR
- 19.4 If You are dissatisfied with how we have dealt with Your complaint, You have the right to contact the Financial Ombudsman within six months of Your complaint date:
- Writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

- **Telephone:** 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK and
- **E-mail:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

## **20. Data Protection – How we use Your Information**

- 20.1 You agree that We may process Your personal data that relates to You and belongs to You in order to allow Us to provide You with these services which will be processed in accordance with the relevant Data Protection Laws.
- 20.2 The information that we hold and process on You are under the terms of the UK's Data Protection Act 2018 and Regulation (EU) 2016/679 (General Data Protection Regulation).
- 20.3 Where we process Your information outside of the EEA using third parties, CL Card and Card Services Support are responsible for ensuring Your personal information continues to be protected during this type of transfer.
- 20.4 We will process, manage, control, release and record information about you to:
- Search fraud prevention agencies records
  - Detect & prevent fraud, money laundering, terrorism and other criminality
  - Adhere to regulatory and legal requirements
  - Provide and manage Our Card and services we provide to You
- 20.5 We may release personal information about You to fraud prevention agencies, We will inform fraud agencies if we suspect that you have given Us false or inaccurate information for financial gain or We suspect fraud.
- 20.6 Fraud prevention agencies will share search details and account information with Us and other organisations so that;
- Applications can be assessed for services and manage accounts
  - Your identity can be verified to prevent money laundering or any other predicate crime;
  - Fraud can be detected, prevented or to prosecute fraud and other crimes; and
  - Any debts can be traced and recovered.
- 20.7 The Fraud prevention agencies may share records with other organisations and will also use personal information for statistical analysis about fraud.

## **21. Liability of Service Providers**

- 21.1 CL Card, Card Services Support or Mastercard shall not be liable to You:
- For any direct or indirect loss or damage (other than that which cannot be excluded by law) You may suffer as a result of Your use, inability to use Our Card or any loss or damage You suffer as a result of a third party using Our Card or PIN.
  - In any circumstances for any direct or indirect loss or damage (other than that which cannot by law be excluded) that does not arise directly from the matters for which CL Card are responsible, or which is

beyond Our, Card Services Support or Mastercard's reasonable control or which We, Card Services Support or Mastercard could not reasonably foresee.

- At any time, due to technical, security, maintenance, administration or other reasons, temporarily suspend the use of Our Card for such period as We may require without incurring any liability to You.
- For any loss, whether direct or indirect, or for consequential loss, or for any inconvenience arising from any failure to provide the service to You as a result of industrial action, power failure technical, malfunction of Our systems, or for other causes beyond Our reasonable control.
- Unless otherwise agreed by Us in advance, any liability We may have to You will be limited to the actual amount of any loss or damage You incur or suffer.

21.2 CL Card, Card Services Support or Mastercard cannot guarantee that a merchant will accept Our Card or will authorise any particular transaction. We shall not be liable for any direct or indirect loss or damage You may suffer in the event that a Merchant refuses to accept Our Card through Our Card being suspended or cancelled.

## **22. Your liability**

22.1 You will be liable to Us, (and agree to indemnify Us against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur, or which are brought against Us, if You have acted fraudulently or have been negligent or misused Our Card or PIN or breached these Terms and Conditions including the costs of any legal action taken to enforce this Agreement.

22.2 CL Card or its service providers shall not be bound to recognise the interest or claim of any person other than that of the Cardholder in respect of the Available Balance on the Card, nor shall We be liable in any way for failing to recognise such interest or claim (except as required by law).

22.3 You are liable to CL Card for the reimbursement of all damages incurred by CL Card as a result of the unauthorised payments with Our Card if:

- You acted fraudulently, or
- You violated one of the obligations pursuant to section 9 of this Agreement intentionally or as a result of gross negligence, and if this violation enabled the unauthorised transaction.

22.4 No claim by You against a third party may be the subject of a defence or counterclaim against Us, Optimus, Mastercard or any other provider of services to Us.

## **23. 3D Secure**

23.1 A European requirement has been created to make online payments more secure. When a UK/European shopper makes a payment, extra levels of authentication will be required at the time of the transaction. The authentication tool is called 3D Secure, and Our Card is automatically enrolled for use with 3D Secure service.

23.2 When you use 3D Secure we are able to verify your identity. We do not verify the identity of any organisation that you contract with on the internet nor do we make any statement about the goods or services of any participating organisations that you order from.

23.3 Your Mobile Phone Number must be recorded with us before you can use this service and You must ensure that your Mobile Phone can receive SMS at the time of your purchase.

- 23.4 When you use 3D Secure to purchase on the internet from a participating organisation you will be presented with an electronic receipt and the One-Time Passcode (OTP) will be sent automatically to your Mobile Phone. Without Your One-Time Passcode, the internet purchase cannot take place at participating organisations.
- 23.5 If You change Your Mobile Phone Number or Your address (including Your Email Address) You must notify Us immediately to ensure that Our records are up to date.
- 23.6 You will be responsible for any fees or charges imposed by Your mobile phone service provider in connection with Your use of 3D Secure.
- 23.7 You agree that, when making a payment using Our Card, an instruction using Your One-Time Passcode will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us.
- 23.8 You are responsible for all instructions sent using Your One-Time Passcode. You are responsible for ensuring that You keep Your One-Time Passcode secure.

**24. General**

- 24.1 You may not assign any or all Your rights or obligations under these Terms and Conditions, but We may do so at any time.
- 24.2 Each of these clauses are separate from all other clauses, so that if one clause, or part thereof, is found to be void or otherwise unenforceable, it will not affect the validity of any of the others or part of such clauses.
- 24.3 If We do not enforce any of the rights We have under this Agreement, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.
- 24.4 Upon termination of this Agreement, the Terms and Conditions that are capable of continuing to apply will do so.
- 24.5 Apart from CL Cards, a person who is not party to this Agreement may not enforce any of its terms.
- 24.6 These Terms and Conditions will be governed by, and will be construed in accordance with, the laws of the United Kingdom and the courts of the United Kingdom will have exclusive jurisdiction.
- 24.7 You and CL Cards agree that these Terms and Conditions and any communication shall be in English.