



## **GuardianCard UK Cardholder Terms and Conditions 2.0 Effective from 19th October 2020**

We are GuardianCard Limited, a company registered in England and Wales.

**GuardianCard is issued by Payrnet, a principal member of the Financial Conduct Authority. PayrNet Limited is an Electronic Money Institution authorised by the Financial Conduct Authority (reference number: 900594. Registered office Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX**

These terms and conditions apply to the use of your GuardianCard Accounts and your Debit Card(s). Please read them carefully. If you have any questions and cannot find the answer here, or you would like a free copy of these terms and conditions, please call GuardianCard membership services on **01482 739139** or email us at [hello@guardiancard.co.uk](mailto:hello@guardiancard.co.uk).

### **1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT**

1.1 This Agreement sets out the general terms and conditions that apply to the GuardianCard Accounts and Card(s). It forms an Agreement between you and us governing the possession and the use of the GuardianCard(s), Owners Accounts. By signing up for the GuardianCard Accounts or using a GuardianCard you accept this Agreement. Copies of this Agreement can be found on the GuardianCard website at [www.guardiancard.co.uk](http://www.guardiancard.co.uk). This Agreement should be read in conjunction with the GuardianCard Privacy Policy which sets out further terms and information in relation to the use of GuardianCard Accounts and Card(s).

**1.2 GuardianCard is issued by Payrnet, a principal member of the Financial Conduct Authority. PayrNet Limited is an Electronic Money Institution authorised by the Financial Conduct Authority (reference number: 900594. Registered office Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX**  
**At all times your GuardianCard remains the property of Payrnet.**

1.3 The production of GuardianCard's and the technology and systems required to operate GuardianCard Services are provided by GuardianCard Ltd (registered in the United Kingdom). GuardianCard also provides support for GuardianCard users, as set out below.



1.4 This Agreement will commence on the Commencement Date (the date you sign up for GuardianCard and accept the Agreement in doing so) and will terminate in accordance with **Clause 10**. This Agreement and all communications between us and you shall be in the English language.

## 2 ABOUT GuardianCards

2.1 A GuardianCard is a debit card that can be used worldwide to pay for goods and services at participating merchants that accept Mastercard. This means it can be used for holidays and trips as well as at home. It can be used for purchases on the internet or on the high street providing there are funds available on it. The GuardianCard can also be used to withdraw money from cash machines. It is a general card, intended for use by adults over the age of 18.

2.2 As a debit card, it can only be used to spend funds that have been loaded onto it. GuardianCard is not linked to your primary bank account, so you can safely use it, knowing that you can only spend the money you have loaded onto the card. Because it is not a current bank account or a credit card, you will not incur interest charges by going overdrawn, nor will you earn any interest on funds that you have on your GuardianCard.

2.3 Although the vast majority of merchants accept Mastercard, we cannot guarantee that a particular merchant will do so - please check with the merchant before attempting the transaction, if you are unsure. Because GuardianCard is an adult card, designed for use by an older audience, we plan for our system to allow the blocking of certain types of merchants by our guardians and cardholders – more details of these blocked merchants can be found in **Clause 6**.

2.4 To obtain a GuardianCard you will need to sign up for a GuardianCard Account either on our website at [www.guardiancard.co.uk](http://www.guardiancard.co.uk) or via our mobile app which can be downloaded from the Apple Store or Google Play. You can request a GuardianCard for yourself or for a parent, relative or friend. Your GuardianCard will be sent to the named user through the post. We will only post cards to your, or your parent(s) UK address, the cards must not be posted outside of the UK. You can apply for a GuardianCard account and card for any number of parents and relatives (**max 5 cards**).



2.5 Once you have received the GuardianCard, you will need to log into your GuardianCard account either on the website or via our mobile app to activate it. If you do not activate your GuardianCard, any transactions that you or your parents/relatives attempt will not be accepted and will be declined. As part of the activation process, a one-off payment of £100 must be made as part of your set-up and from this amount, an initial payment of £65 will be deposited into your GuardianCard account. This very first payment can only be made by a UK registered debit/credit card. After this first payment, you, or your parents/relatives, can arrange regular uploads of funds to your GuardianCard account by standing order from your personal bank account or from your debit/credit card either via the GuardianCard website or using the mobile app. You can also make one-off payments by bank transfer or by your debit/credit card. Once added to your GuardianCard account, the funds can be withdrawn via a cash machine or spent using your GuardianCard, physical or virtual, within the safe spending limits you have set for your account.

### **3. IDENTIFICATION REQUIRED WHEN SIGNING UP FOR A GUARDIANCARD**

3.1 GuardianCard accounts and card(s) are financial service products and we are therefore required by law to obtain, verify and retain certain information about our customers. We use this information to administer your card and the GuardianCard services and to help us identify you and your card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see our Privacy Policy for more information or email [privacy@guardiancard.co.uk](mailto:privacy@guardiancard.co.uk).

3.2 You must be over the age of 18 years old and a UK resident to have a GuardianCard account and hold physical/virtual cards. In order to do this, we carry out an online identity check as part of the sign-up process and in some cases, we may ask you to provide documentary evidence to support this. This identity check is a legal requirement and is regulated by the FCA (Financial Conduct Authority, UK). Although there will be a record of it on your credit file, it is not a credit check and will have no adverse effect on your credit rating. Please note that as part of this process, your personal information may be disclosed to credit reference and fraud prevention agencies.

3.2.1 Documents we accept as verification of identity and address: UK Passport, full UK Driver's Licence, a current council tax bill or a Bank Statement plus a utility bill dated within the past 3 months.



3.3 GuardianCard Ltd. reports to Paynet, who is regulated by the FCA (Financial Conduct Authority, UK). As such, in order to comply with Anti-Money Laundering legislation, we are required to request additional information regarding our customers' source of funds when certain thresholds are reached. Once your GuardianCard account has received funds in excess of £6,000, we will write to you and ask you for the following information:

- Time at your current address
- Employment status/source of income
- Employer and job title where applicable
- Industry/work environment where applicable
- Household income
- Parents/Relatives savings

Once a credible source of funds has been provided, you will be able to continue using the GuardianCard Account and Card(s). If, however, after a reasonable period, we are not in receipt of this information, we may close your GuardianCard Account and Card(s) and refund any balances to you.

3.4 When you sign up for the GuardianCard services and complete the ID check screen, you are indicating that you consent to the checks described in this agreement being undertaken.

#### 4. FEES AND CHARGES

4.1 The fees and charges associated with the GuardianCard accounts and card(s) form an integral part of the agreement. All fees and charges may be found clearly displayed under this section and on our website. You should be aware that other costs may exist that are related to the card but are not paid via us or imposed by us.

<b>FEES AND CHARGES</b>	<b>GBP</b>
<b>Periodic fees</b>	
Monthly Membership Fee per GuardianCard Account	£7.95
<b>Service charge for loading the account</b>	Included
<b>ATM transactions</b>	
Domestic (UK)	Included



International	Included
<b>Point of Sale transactions</b>	
Domestic (UK)	Included
International	Included
<b>Administrative fees</b>	
Same Design Card Replacement Fee (lost, stolen or damaged)	Free
New Design Card Replacement Fee (lost, stolen, or damaged)	£9.99
Customer Funds Redemption Fee (during the term of the Card and for the first 3 months post expiry)	Free
Customer Funds Redemption Fee (after 3 months following expiry date)	£5.00
Bank transfer to refund funds from the GuardianCard account to your personal bank account without terminating the agreement	£5.00
Administration fee for chargeback processing	£15.00
<b>Account charges</b>	
Insufficient funds loading admin fee	£0.50

<b>ACCOUNT, SPEND AND ATM LIMITS</b>	GBP
<b>Account balance limits</b>	
Minimum account balance	£20
Maximum account balance	£6,000
<b>Account load limits</b>	
Minimum account load	£20
Maximum account load (Regular standing orders load)	£1,000
Maximum account additional load value per day (daily load limit)	£250
Maximum number of account loads per day	1
Maximum number of account loads per month	2
Maximum number of account loads per year (Excl SO)	26
Annual load limit per Account	£50,000
<b>Spend limits</b>	
Maximum account spend in a single day	£250
Maximum account number of spends per day	9
Maximum account number of spends within 7 days	26
<b>ATM limits</b>	
Minimum account ATM withdrawal	£20



Maximum account ATM withdrawal	£200
Maximum account daily ATM withdrawal	£200
Maximum account ATM withdrawals per day	1
Maximum account ATM withdrawals within 7 days	4
Maximum value of account ATM withdrawals across 7 days	£450

<b>AD HOC LOADS</b>	GBP
<b>Gifts/One-Off loads</b>	
Maximum number of daily loads	1
Single load limit	£250
Monthly load limit	£1000
Monthly load limit time period	30 days prior to the last ad hoc payment
<b>Ad Hoc loads during Birthday or Christmas</b>	
Maximum number of daily loads	3
Single load limit	£500
Monthly load limit	£1000
Monthly load limit time period	30 days prior to/5 days after Birthday/Christmas

4.2 **GuardianCard is a subscription service** and there is a monthly membership fee per account for the GuardianCard Services, which include your account and GuardianCard, (physical and virtual). These fees are chargeable from the date that you activated your account, until such point as the account has been cancelled. You can cancel at any time as set forth in **section 10.3** of this Agreement. The monthly membership fee will be deducted automatically from the available balance on your account. ***Please be aware that GuardianCard membership fees are recurring/continuous authority transactions and your monthly membership fees will be debited on the monthly anniversary of the date you activated your account.*** If the balance available on your account is insufficient to cover the



membership fees due, we will take payment using the debit/credit card(s) you have attached to the account and this will be subject to a £0.50 service charge.

**Please be aware that should you enter into a free trial subscription period, you will be billed the GuardianCard membership fee in accordance with this section at the expiry of the free trial period.**

4.3 To keep the monthly membership fees as low as possible, we pass on the costs of non-standard administration costs we incur managing your account. For full details of all charges and when they apply, please see the 'Fees and Charges' table above.

4.4 Setting up a regular standing order payment ensures that you never have to worry about running out of funds on your GuardianCard accounts and that your parents/relatives always have access to their funds. GuardianCard's automatic top-up feature is automatically enabled when you sign up to GuardianCard, unless you untick the appropriate box. This will automatically top-up your GuardianCard Account with the default top-up amount of £50, using the debit card(s) you have attached to your GuardianCard Account, when:

4.4.1 your account balance falls below the threshold; the default threshold is £20;

4.4.2 there are insufficient funds in the account to pay your membership fees;

4.5 An email will be sent to you each time an auto top-up is invoked with details of the successful top-up to your account (or details of a failed top-up). If you do not want to enable auto top-up, please untick this box during sign up or email us at [memberservices@guardiancard.co.uk](mailto:memberservices@guardiancard.co.uk).

4.6 You can disable auto top-up at any time by accessing your GuardianCard account, going to the 'Topping Up' section and setting the 'Auto Top-up' status to 'OFF'.

4.7 You can also change the default auto top-up amount at any time in the 'Topping Up' area of your account. In future, the same amount will be topped up every time your GuardianCard account balance goes below the set threshold.



4.8 Please remember that auto top-up uses your debit/credit card to top-up your GuardianCard account and that we pass on the costs of additional administrative costs to your account. This means that the service charge for loading the account will be added to the amount topped-up. Details of both the top-up amount and the load fee will be shown on your confirmation email.

## **5. HOW TO USE GUARDIANCARD**

5.1 A GuardianCard may only be used by the individual for whom the GuardianCard was ordered. GuardianCards are non-transferable, and you are not permitted to allow any other person to use your card by disclosing the PIN or allowing them to use your GuardianCard to make purchases; should this happen you will be in breach of your contract with GuardianCard. Prior to use, your GuardianCard should be signed by the holder on the signature strip located on the back of the card.

5.2 GuardianCards can also provide virtual (digital) and/or physical cards for relatives and/or carers. As with the main GuardianCard holder, these additional cards are non-transferable and are for use only by the person issued the card. They are not permitted to allow any other person to use the GuardianCard, for example, by disclosing the PIN or allowing them to use the GuardianCard to purchase goods. Prior to use, the physical GuardianCard should be signed by the holder on the signature strip located on the back.

5.3 Our recommendation is that where carer cards are issued a virtual card, which resides on the carer's mobile phone, is issued. You can select a virtual card option on the 'Order a new card function' via the GuardianCard account.

5.4 Virtual cards can be terminated through the GuardianCard account of which the account holder will have access to.

5.5 We are entitled to assume that a transaction has been authorised by you where either:

5.5.1 the GuardianCard was inserted into a chip and PIN device;

5.5.2. the GuardianCard PIN was keyed-in or a sales slip was signed;





5.5.3. relevant information was supplied to the merchant that allows them to process the transaction, for example, providing the merchant with the 3-digit security code on the back of your GuardianCard in the case of an internet or other non face-to-face transaction, or

5.5.4. your GuardianCard is tapped against a Contactless-enabled reader and accepted by such reader.

5.6 Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the mastercard network. Once you have authorised a transaction, the transaction cannot be stopped or revoked. However, you may in certain circumstances be entitled to a refund in accordance with **clauses 13 and 14**.

5.7 On receipt of your authorisation we will deduct the value of the transaction plus any applicable fees and charges from the available funds on the GuardianCard. This happens electronically and we cannot stop this process; if you or your guardian wishes to cancel a transaction, you must contact the merchant. There are certain rules on how quickly we have to make transactions happen, we have set out these rules below for your information:

5.7.1 Within the European Economic Area (which includes the EU countries as well as Norway, Iceland and Liechtenstein), we will execute any transaction in euros.

5.7.2 Any other transactions within the European Economic Area will be executed no later than 4 business days after we receive instructions to make the payment.

5.7.3 If the payment service provider of the merchant is located outside the European Economic Area, we will execute the transaction as soon as possible.

5.7.4 The instructions to make a payment will be received when we receive them from the merchant's payment service provider, automated teller machine (ATM) operator. If we receive the instructions on a non-business day, or after 4:30 pm on a business day, they will be deemed received by us on the following business day.

5.8 Transactions are processed as follows:



5.8.1 any GuardianCard transaction in a foreign currency will be converted into pounds (GBP). When the merchant seeks authorisation, we will do this at the rate of exchange provided by Mastercard, plus an additional 3% to cover exchange rate fluctuations between this time and settlement. At settlement, we use the rate of exchange provided by Mastercard without any fees and we refund the authorisation amount. These exchange rates vary throughout the day and these changes can be applied immediately and without notice. Details of the current exchange rates can be found on the [Mastercard website](#). We will show these exchange rates, and how they are applied to each transaction, in your online account history or mobile app. The information in your online account and mobile app relating to your transactions is updated daily.

5.9 If there is not enough money in your GuardianCard account for the transaction you are attempting to make, the transaction will be refused when the merchant seeks authorisation. On rare occasions a merchant may fail to seek authorisation for a transaction, and it may take your account into a negative balance. As long as it is the merchant's fault, and you have not deliberately used the card in a way that results in a negative balance, we will attempt to recover the money from the merchant on your behalf. We will deal with situations like this on a case by case basis, but we may have to restrict or suspend the use of your card until a positive balance is restored or funds are received into the account through the regular loading process or the debit card attached to the GuardianCard account. We will inform you if we suspend the card, unless this is prohibited by law. You must not attempt to spend more than the funds loaded onto the card and if you do so, you must repay any excess immediately. If you fail to do this, we reserve the right to use a debt collection agency and other legal remedies to recover the funds. We also reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

5.10 Any funding of your GuardianCard account via a third party debit/credit card (one that does not belong to you personally) or via bank transfer with the funds coming from extended family or friends should only be facilitated by using the GuardianCard ad hoc loading feature or by inviting any such third party as a relative through the GuardianCard website and mobile app. Please be aware that if you use a 'third party' debit card to load your account, there is a risk that this card will be debited directly for your GuardianCard monthly



membership fee. Please also be aware of the 'relative/gifter' limits set forth in **section 4** of this agreement.

5.11 You are able to use your GuardianCard for contactless transactions. You will need to have made at least one Chip & PIN transaction to activate the contactless part of the chip before doing so. Failing to do so will lead to a declined transaction. When using your GuardianCard for contactless transactions, the contactless limit in effect at the time of the transaction will apply without using the PIN. This limit is regulated by Mastercard and may vary from time to time; we will aim to advise you of any changes to the limit via our website.

5.12 Normally, we will be able to support transactions 24 hours per day, 365 days per year, however, we cannot guarantee this will be the case and in certain circumstances – for example, if there is a serious technical problem – we may be unable to receive or complete card transactions or money transfers to your account. To ensure GuardianCards are available at all times we have to have back-ups in place. In the unlikely event that our card processor's systems are unavailable, we have a fall back so that Mastercard can take over processing our card transactions. This ensures that GuardianCards can still be used and there is minimum disruption to the service. This does mean that some of the extra checks we've created for transactions (the rules and limits unique to GuardianCard) would not be working whilst Mastercard takes over the processing in the event of an outage. We have this measure in place as we want to ensure that you can still spend if you need to (e.g. pay for shopping). During any service disruption there would be a limit of two emergency transactions only until normal service is resumed. If this ever happens, we will communicate with you and your guardian via SMS and push notifications to make sure you are kept up to date. It is possible that transactions made during such an outage will take the account(s) into a negative balance. In these rare cases, if no funds are available in your account, we reserve the right to debit the amount necessary from the card(s) attached to your account.

## **6. RESTRICTIONS ON THE USE OF GuardianCards**

6.1 You must ensure that you have sufficient funds available on your GuardianCard to pay for each purchase, payment or cash withdrawal using the GuardianCard. Any available funds in your GuardianCard account can be spent using the card, within the spending limits you have set. You can limit how much can be withdrawn, or spent, in a single transaction as well as per week, and you can decide where the Card can be used, nominating one or more



of the following:

- On the internet
- On the high street
- At cash machines

These spending limits can be varied at any time by you on the GuardianCard website or using our mobile app.

6.2 The GuardianCard can only be loaded using UK debit/credit cards attached to a UK personal bank account; we do not accept any prepaid cards, Maestro or Visa Electron. Other means of loading including but not limited to corporate payments, foreign direct debits and foreign bank account transfers will also be restricted. The GuardianCard is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

6.3 You must not load the GuardianCard account using any card, bank account or other payment instrument if you are not the named holder of that payment instrument unless the third party has given consent by following the process detailed in **clause 5.7**. We take any breach of this requirement very seriously and will treat any attempt to do so as a fraudulent act. Without prejudice to claiming further damages, if the cardholder disputes the transaction and we are required to return funds loaded from a payment instrument that is not in your name, we may recoup any funds lost and charge a 'Chargeback Administration Fee' per occurrence to you. See the Fees and Charges Table for details of this fee.

6.4 Using the GuardianCard(s), accounts and services for any purpose contrary to laws, statutes or regulations applicable to you, including without limitation those concerning money laundering, fraud, criminal activity, or financial services, is strictly prohibited.

6.5 As the GuardianCard is designed for use amongst chosen representatives by the account holder, we enable administrative restrictions on the card to prevent its use at selected merchants both on the high street and online. This protection is provided by the Mastercard merchant category system. This system relies on merchants listing themselves appropriately which means that the protection offered can be limited. For example, if a bookmaker is categorised as stated, a GuardianCard transaction can be barred. However, if



the bookmaker chooses to list itself as a different merchant category, the transaction cannot be blocked.

6.5.1 GuardianCard can be blocked at merchants that are listed under the following categories:

- Escort services and massage parlours
- High street bookmakers
- Racetracks
- Adult entertainment venues, websites, or TV channels
- Online gaming and casinos

6.6 In addition to the Mastercard merchant category system blocks mentioned above, the guardian controls on the GuardianCard and the mobile notifications will offer an additional level of protection. With the mobile app, guardians receive notifications showing where and when purchases have been made and, by setting the profile panel to suit, can decide where the GuardianCard can be spent. With real time notification of every transaction, any concerns can be addressed by a simple conversation with your parent/relative. As the legal cardholder, the overall responsibility for use of the card lies with the account holder.

6.7 If you have set transaction limits on your GuardianCard and you attempt to buy something over these limits, the GuardianCard system intercepts the transaction and blocks it.

6.8 Please note that while Mastercard debit cards can be used in cash machines across the world, some countries do not yet use the chip and PIN system on the high street and use the older Magstripe technology instead. As the GuardianCard uses the latest technology, it does not work with the old Magstripe system; the USA is one of these countries where sometimes this is an issue. Mastercard has confirmed that they are working to have all US merchants moved over to Chip and PIN systems in the very near future.

6.9 There are countries that GuardianCard does not work with. These are listed below:

Sanctioned Countries:

Afghanistan; Crimea; Cuba; Iran – Islamic Republic of; North Korea; Syria; Venezeula



**Prohibited Countries:**

Albania; American Samoa; Bahamas; Barbados; Botswana; Belarus; Cambodia; Cayman Islands; Central African Republic; Congo – the Democratic Republic; Eritrea; Ethiopia; Fiji; Ghana; Guam; Republic of Guinea; Iceland; Iraq; Jamaica; Lebanon; Liberia; Libya; Mali; Mauritius; Mongolia; Myanmar; Nicaragua; Oman; Pakistan; Palau; Panama; Russian Federation; Samoa; Seychelles; Somalia; South Sudan; Sudan; Trinidad & Tobago; Uganda; Ukraine; United States Virgin Islands; Vanuatu; Yemen; Zimbabwe

**High risk – EDD Countries:**

Nigeria; Puerto Rico; Saudi Arabia; Sri Lanka; Tunisia

**High Risk Countries:**

Algeria; Angola; Antigua & Barbuda; Armenia; Belize; Benin; Bolivia; Bosnia-Herzegovina; Brazil; British Virgin Islands; Burundi; Cape Verde; China; Colombia; Comoros; Curacao; Dominica; Dominican Republic; Ecuador; Egypt; El Salvador; Gaza strip; Guatemala; Guinea Bissau; Haiti; Honduras; India; Kazakhstan; Kenya; Kosovo; Kyrgyzstan; Lao Peoples' Democratic Republic; Mexico; Moldova; Montenegro; Morocco; Mozambique; Paraguay; Philippines; Serbia; Sierra Leone; St Kitts & Nevis; St Lucia; St Maarten; St Vincent & Grenada; Tajikistan; Tanzania; Thailand; Turkey; Turkmenistan; Uzbekistan; Vietnam; West Bank (Palestinian Territory); Western Sahara

## **7. MANAGING THE GuardianCard**

7.1 We will send you an instant push notification in your mobile app to let you know that a payment has been made. The push notification will set out a reference to help you identify each transaction; the amount of each transaction; the currency in which your GuardianCard is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by us and the amount of the transaction after the currency conversion, where applicable; and the date of the transaction.

7.2 We will also send you an email each month to let you know your monthly statement is ready in your online or mobile app account. The monthly statement will set out: a reference to help you identify each transaction; the amount of each transaction; the currency in which your GuardianCard is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by us and the amount of



the transaction after the currency conversion, where applicable; and the date of the transaction. If there are no transactions on the card for more than a month then we will not provide you with a statement.

7.3 We also offer a monthly print statement option at a cost of £1 per statement, this amount will be taken from your account.

7.4 You can also download your monthly statement as a PDF by logging into your account on [guardiancard.co.uk](http://guardiancard.co.uk) and on the GuardianCard app.

7.5 You can check the balance and available funds on your GuardianCard accounts as well as the statement of recent transactions by logging into your account on [guardiancard.co.uk](http://guardiancard.co.uk) or on the GuardianCard mobile app, which will be updated daily. You can also check your balances by contacting our member services team on 01482 739139 or emailing [memberservices@guardiancard.co.uk](mailto:memberservices@guardiancard.co.uk).

7.6 If, for whatever reason, you are not happy with something that has been purchased using your GuardianCard, either online or in a shop (for example, if you buy goods which are faulty, or are not delivered), your contract is with the merchant and the merchant's terms and conditions apply. You must contact the merchant that sold the goods and ask them to replace the items or provide a refund. If you are unable to resolve the issue with the merchant, please contact the member services team on 01482 739139 or emailing [memberservices@guardiancard.co.uk](mailto:memberservices@guardiancard.co.uk) and we will endeavour to assist.

**7.7 Sometimes people can inadvertently sign up to subscription services such as Amazon Prime, Spotify, Netflix or Microsoft Xbox.** These services constitute a Subscription Billing arrangement between the cardholder and the relevant merchant. If you wish to amend or cancel the subscription billing payment or have any query or dispute concerning their subscription billing payment, they may only do this by contacting the merchant directly and the terms and conditions set by the merchant will apply. To stop a subscription billing payment, you must notify us no later than the close of business on the business day prior to the day on which the payment is due to be made. We will not be liable for any subscription billing payment that is deducted from your accounts before you have notified us in this manner. You will not be able to cancel a payment that has already been made to a merchant under these terms.



7.8 If you load funds into your GuardianCard account and then authorise a payment or withdrawal of those funds, you agree that you will not charge back, cancel, reverse or de-authorise the payment method used to make that load.

7.9 Without limiting our rights or remedies, if you do charge back, cancel, reverse or de-authorise a payment in such circumstances, you are responsible for refunding the payment to us. We may, at our discretion, recover the amount by reducing your GuardianCard account balance, re-charging your debit/credit card for the amount or otherwise collecting such amount from you.

## **8. EXPIRY OF THE GuardianCard**

8.1 Your GuardianCard will expire on the expiry date as stated on the card itself. At that point, subject to your account being in good order, fees up to date and the GuardianCard still being actively used, we will issue a new GuardianCard to you in the month prior to the expiry date. We are not obligated to do so and may elect not to issue a replacement GuardianCard at our sole discretion. If we do issue a new GuardianCard, a new expiry date will apply, and the new GuardianCard will expire on that expiry date.

### **WE WILL NEVER ASK YOU TO SEND AN EXPIRED CARD TO US OR COME AND COLLECT IT AT YOUR HOME.**

8.2 In the event of a GuardianCard member passing away the guardian can choose to retain or close the GuardianCard account

8.2.1 Where the GuardianCard account is retained the details of the new card holder, and their regular loading arrangements should be amended on the GuardianCard account.

8.2.2 Where the GuardianCard account is being closed you must contact our member services team on 01482 739139 or by email at [memberservices@guardiancard.co.uk](mailto:memberservices@guardiancard.co.uk).

8.2.3 in the event of a member passing away, 30-days notice and final payment as set out in **clause 10.1** will not be applied.

8.3 The arrangements for the issue of a replacement GuardianCard in accordance with **clause 8.1** above will be communicated to you prior to your GuardianCard expiring. The





“cooling off” period described in **Clause 9** will not apply to any replacement card issued by us. If you do not wish to receive a replacement Card, **you may terminate the Agreement as set out in clause 10.3.**

8.4 Although the initial duration of the agreement expires on the expiry date, due to the fact that it is possible for the agreement to be extended, as set out in this **clause 8**, we will treat the agreement as an indefinite agreement for the purposes of payment regulation and will not charge you a redemption fee if you terminate the agreement before the expiry date. Your right to cancel the agreement in **clause 10.2** remains unaffected.

## **9. COOLING OFF AND REDEMPTION PROCEDURE**

9.1 You are entitled to a 14-day “cooling off” period from the date you complete the sign-up process during which you may cancel your GuardianCard account and card(s). Should you wish to cancel your accounts and card(s) and terminate this agreement during the “cooling off” period, you can do so in accordance with **Clause 10.3** of this agreement. You will be asked to destroy all of the card(s) issued to you.

If you have used any of the cards, you will not be entitled to a refund of any funds that have been spent, including any associated fees, but we will refund you free of charge any unspent available funds. We will process the refund as quickly as we can once the cancellation is complete. We are required to allow 5 days for any outstanding purchases made on the GuardianCards to arrive before we process the refund; most high street banks then take a further 2-3 working days before they show the refund in your personal bank account. For that reason, we ask you to allow 8-10 working days for the refund to show in your personal bank account.

9.2 Following the end of the “cooling off” period, you may terminate this agreement in accordance with **Clause 10.3** and redeem all of the available funds on the card free of charge. You may also redeem all of the available funds upon the expiry date free of charge, if the agreement is being terminated. Before any termination of the agreement and during your agreement with us you may redeem some or all of the available funds by contacting the GuardianCard member services team on 01482 739139 or by email at [memberservices@guardiancard.co.uk](mailto:memberservices@guardiancard.co.uk), in which case you will be charged a bank transfer fee in accordance with **clause 4**.



9.3 Upon termination, we will process the refund of any remaining balance as quickly as we can once the cancellation is complete. We are required to allow 5 days for any outstanding purchases made on the GuardianCards to arrive before we process the refund and most high street banks then take a further 2-3 working days before they show the refund in your personal bank account. For that reason, we ask you to allow 8-10 working days for the refund to show in your personal bank account. We recommend that if you require the funds more swiftly you withdraw these via an ATM.

9.4 Wherever possible, we will refund any remaining funds to the debit card used to load your GuardianCard Account. Where payments have been made by bank transfer or standing order, your money will be refunded using the bank details we hold for you. We will not complete your redemption request if we believe you have provided false information, if we are concerned about the security of a transaction or if your GuardianCard accounts or card(s) are not in good standing.

9.5 If you request redemption of the entire remaining balance of your accounts, we will assume that it is your intention to terminate this agreement and will cancel your GuardianCard accounts and card(s).

9.6 If for any reason you have some available funds left following the termination of the agreement, you may redeem them in full up to 3 years following the termination. After 12 months following expiry, you will be charged a redemption fee as shown in the Fees and Charges table in **clause 4** when you redeem your funds.

9.7 If upon cancellation or termination the balance on your accounts is less than £5.00, we will request permission to donate these funds to one of our chosen charities. If you do not wish to do so, we will happily process the refund of available funds back to you free of charge.

9.8 If you wish to cancel after ordering the GuardianCard but have not yet activated the card, please simply advise us that you wish to cancel the account by email [memberservices@guardiancard.co.uk](mailto:memberservices@guardiancard.co.uk) from your registered email address for this account and destroy the card without activating it. We will cancel your account and no charge will be made by GuardianCard for the order of the card.



## 10. TERMINATION OF THIS AGREEMENT

10.1 Subject to **clauses 10.2 and 10.3**, this agreement will terminate on the expiry date subject to:

10.1.1 a replacement GuardianCard being issued to you on or before the expiry date on your GuardianCard; or

10.1.2 a request for cancellation by you and/or redemption by you of the entire remaining balance on your account(s) and card(s) . There are no cancellation fees, but there is a 30-day notice period during which our final monthly fee will be charged. Redemption fees may apply as described in **clause 9.6**.

10.2 We may terminate this agreement and inform you of the termination immediately unless prohibited by law:

10.2.1 if you breach an important part of this agreement, or repeatedly breach the agreement and fail to resolve the matter within 10 days, or use your GuardianCard(s) or any of its facilities in a manner that we believe is fraudulent or unlawful;

10.2.2 if you act in a manner that is threatening or abusive to our staff, or any of our representatives, or

10.2.3 if you fail to pay fees or charges that you have incurred or fail to put right any shortfall on the balance of your GuardianCard(s).

We may terminate the agreement for no or any reason, including the reasons above, by giving you two months' notice.

**10.3 You may terminate the Agreement at any time by contacting our Member Services team (who'll be very sad to lose you from our GuardianCard family, but very happy to help) on 01482 739139 or [help@guardiancard.co.uk](mailto:help@guardiancard.co.uk). Please see clause 10.1 for notice period. You can also follow the steps outlined in our "How do I close my GuardianCard Account FAQs".**



10.4 If the agreement terminates, we will cancel your GuardianCard(s) and you must tell us as soon as practicable what you want us to do with any unused/unspent available funds on your GuardianCard Accounts and Card(s). As in **clause 9.6** you may redeem them in full up to 3 years; following this time GuardianCard will donate these funds to one of our chosen charities.

## **11. KEEPING YOUR GuardianCardS AND DETAILS SAFE**

11.1 We will assume that all transactions entered into by you with your GuardianCard, or GuardianCard details are made by you unless you notify us otherwise in accordance with **clause 14.1**.

11.2 You are responsible for keeping your GuardianCard, PIN and its details safe at all times. This means you must take all reasonable steps to avoid the loss, theft or misuse of the GuardianCard or details. Do not disclose the GuardianCard details to anyone except where necessary to complete a transaction. You and your guardian should be happy that the merchant or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical GuardianCard or details. Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses.

**NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE.** This includes printed messages, emails and online forms.

11.3 When you activate your card via the GuardianCard website or our mobile app, the PIN will appear on screen. Later on, if you need to check the PIN, you or your guardian can view it by logging into your GuardianCard Account. **We do not send the PIN through the post.** You may wish to change the PIN number to something more memorable and can do this at any cash machine. The PIN number will be required whenever the card is used to withdraw cash or to make purchases on the high street (unless contactless). Although the GuardianCard can be used by yourself, and via family and carer cards, you are legally responsible for the use and safekeeping of your card. It is important all cardholders understand that they must look after their card at all times and keep it secure and that the PIN number must be kept safe and not shared or given to anyone.



Some useful tips to share with your family and carers might include:

- Memorising the PIN and making sure no other party has access to it
- Never writing the PIN down anywhere
- Not disclosing your PIN to any person
- Shielding your PIN when at a cash machine

## **12. LOST, STOLEN OR DAMAGED GuardianCards**

12.1 If your GuardianCard is lost or stolen, or you think somebody may be using it without your permission, you should block the GuardianCard on the website or mobile app via your account, or you can contact us immediately on 01482 739139 to prevent fraudulent use of the card. We will put a stop on the card so that it can't be used again and will then issue you with another card with completely new details. If you find your card after reporting it lost or stolen, you must destroy it by cutting it in half through the magnetic strip.

12.2 If the card is damaged, please let us know by contacting GuardianCard Member Services and we will cancel this and issue you with a new one.

12.3 If we have to issue you with a new card before the old one has expired, we will charge a card replacement fee as shown in the Fees and Charges Table. The "cooling off" period described in **clause 9** does not apply to replacement GuardianCards.

## **13. PURCHASES FROM MERCHANTS**

13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with GuardianCard.

13.2 Where a merchant provides a refund for any reason, it can take several days for the notification of the refund and for the money itself to reach us. As such, please allow 5-10 working days from the date the refund was carried out for the refund to be applied to your GuardianCard.

## **14 TRANSACTION DISPUTES AND CARD SUSPENSION**



14.1 If you believe you did not authorise a transaction or that a transaction was incorrectly carried out, in order to get a refund you must contact our member services team to report the disputed transaction without undue delay - as soon as you notice the problem, and in any case no later than 12 months after the amount of the transaction has been deducted from your GuardianCard. We will, as soon as possible, and in any event no later than the end of the business day after we become aware of the unauthorised transaction, refund any unauthorised transaction and any associated transaction fees and charges payable under this agreement subject to the rest of this **clause 14**, except in cases where we have a reasonable suspicion that you have acted fraudulently and we notify the police or other relevant authority as permitted by law. We will then conduct an investigation as quickly as possible and notify you of the outcome. If the investigation shows that the transaction was indeed unauthorised, we will refund you as set out above in this clause.

14.2 If a transaction initiated by a merchant (for example, this happens when you use your GuardianCard in a shop and generally all of your transactions will be initiated by a merchant) has been incorrectly executed and we receive proof from the merchant's payment service provider (e.g. the merchant's bank) that we are liable for the incorrectly executed transaction, we will refund as appropriate and immediately the transaction and any associated transaction fees and charges payable under this agreement. We are not liable for any incorrectly executed transactions if we can show that the payment was actually received by the merchant's payment service provider, in which case they will be liable.

We execute transactions in accordance with the transaction detail received. Where the detail was provided to us by you (although this should not happen often as usually transaction detail is provided by the merchant) and it was incorrect, we will not be liable for incorrectly executing the transaction, but we will make reasonable efforts to recover the funds involved. In such a case we may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.

14.3 If you receive a late payment from another payment service provider (e.g. a refund from a merchant's bank) via us, we will credit your account with the relevant amount of any associated fees and charges so that you will not be at a loss and it will be as if the payment was not late.

14.4 Subject to the rest of this **clause 14**, we will limit your liability to £35 for any losses



incurred in respect of unauthorised transactions arising from the use of your lost or stolen GuardianCard, or the misappropriation of the card's details, except where:

14.4.1 the loss, theft or misappropriation of the card was not detectable by you (e.g. if someone used your GuardianCard online) before the unauthorised transaction took place (unless you acted fraudulently, in which case you are liable for all losses incurred in respect of the unauthorised transaction), or

14.4.2 the loss was caused by acts or omissions of one of our employees or agents, in which case you are not liable for any losses.

14.5 You will be liable for all losses incurred in respect of an unauthorised transaction if you or your family card holders:

14.5.1 have acted fraudulently; or

14.5.2 have intentionally or with gross negligence failed to:

14.5.2.1 look after and use your GuardianCard in accordance with the Agreement; or

14.5.2.2 notify us of the problem in accordance with **Clause 12.1**

14.6 Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an unauthorised transaction:

14.6.1 which arises after your notification to us;

14.6.2 where you have used the GuardianCard in a distance contract, for example, for an online purchase;

14.6.3 where we have failed to provide you with the appropriate means of notification, as found in **clause 12.1**;



14.7 Our member services team may require you to complete a dispute declaration form and we may conduct an investigation either before or after any refund has been made. We will let you know as soon as possible the outcome of any such investigation. If our investigations show that any disputed transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for all losses we suffer in connection with the transaction including, but not limited to, the cost of any investigation carried out by us in relation to the transaction. We will give you reasonable notice of any reverse refund.

14.8 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the GuardianCard balance and therefore unavailable for use. We refer to this as a “hanging authorisation” or “block”. In these cases, you will need to contact our member services team and present relevant evidence to show that the transaction has been cancelled or reversed.

14.9 We may, at our discretion, refuse to complete a transaction that you have authorised, in any of the following circumstances and without notice:

14.9.1 if we are concerned about the security of your GuardianCard or we suspect your GuardianCard is being used in a fraudulent or suspicious manner;

14.9.2 if there are not sufficient available funds to cover the transaction and all associated fees at the time that we receive notification of the transaction;

14.9.3 if there is an outstanding shortfall on the balance of your GuardianCard;

14.9.4 if we have reasonable grounds to believe you are acting in breach of this agreement;

14.9.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payments processors or payment schemes processing transactions, or

14.9.6 if we are required to do so by law.





14.10 Unless it would be unlawful for us to do so, where we refuse to complete a transaction for you in accordance with **Clause 14.9**, we will notify you as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

14.11 We may suspend your GuardianCard, in which case you will not be able to use it for any transactions if we have reasonable concerns about the security of the Card or we suspect that your card is being used in a fraudulent or unauthorised manner. We will notify you of any such suspension in advance, or immediately after if this is not possible, and also of the reasons for the suspension, unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new GuardianCard free of charge as soon as practicable once the reasons for the suspension cease to exist.

14.12 You may also be entitled to claim a refund for a transaction that you authorised provided that:

14.12.1 the authorisation did not specify the exact amount when you consented to the transaction; and

14.12.2 the amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern on the GuardianCard, the agreement and the circumstances of this case).

Such a refund must be requested from our GuardianCard member services team within 8 weeks of the amount being deducted from the GuardianCard. We may require you to provide us with evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 business days of receiving your refund request, or where applicable, within 10 business days of receiving any further evidence requested by us. The refund shall be equal to the amount of the transaction. Any such refund will not be subject to any relevant fees.



## 15. GuardianCard MEMBER SERVICES TEAM

15.1 Our UK based member services team is available 7 days a week from 8 am - 8 pm. Contacts received outside these hours will be treated as having been received in the following business day. Please also note that calls may be monitored or recorded for training purposes.

You can contact us by any of the following methods

- Phone: 01482 739139
- Email: [hello@guardiancard.com](mailto:hello@guardiancard.com)
- Post: GuardianCard Members Services, Orchard House, The Square, Hessle, HU13 0AE
- Live Chat from either the website or your mobile app.

15.2 If we need to contact you or send you a notification under this agreement, we will do so by sending an email to the email address or an SMS to the mobile phone number held on your account. If we need to contact you in the event of suspected or actual fraud or security threats that we might notice on your GuardianCard account(s) or card, we will first send you an SMS prompting you to contact our member services team. We will not call you directly in such cases, so if you receive a call from anyone telling you that they are calling you because they suspect that your GuardianCard accounts or card(s) have been used by someone else, for example, please make sure that you do not speak to them but instead call us straight away on 01482 739139, as these could be fraudsters.

15.3 If you are not satisfied with any element of the service you receive, any complaints should be made to our member services team using the contact details in **clause 15.1** above. Our calls may be monitored or recorded for training purposes.

15.4 We do everything we can to ensure that you receive the best possible service. However, if you are not happy with how your complaint has been managed by our member services team and you wish to escalate your complaint, you should contact the card issuer, Paynet in the first instance for further assistance. A copy of our complaints policy can be



found on our website [www.guardiancard.com](http://www.guardiancard.com) or requested by contacting us.

15.5 If Paynet is unable to resolve your complaint and you remain unhappy, you may contact the Financial Conduct Authority (FCA) FCA Head Office, 12 Endeavour Square, London E20 1JN, email [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk), website [www.fca.org.uk](http://www.fca.org.uk). It is important to be aware that legally it is not the role of the Financial Services Authority to resolve disputes between you and us.

## 16. LIMITATION OF LIABILITY

16.1 GuardianCard Ltd. will not be liable (legally and financially responsible) for:

16.1.1 any fault or failure relating to the use of the GuardianCard accounts or card(s) that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite all our efforts to the contrary, including but not limited to, a fault in or a failure of data processing systems;

16.1.2 the goods or services that you purchase with your GuardianCard(s);

16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses arising from your use or your inability to use the GuardianCard account(s) or card(s); or

16.1.4 a merchant refusing to honour a transaction or refusing a payment;

16.1.5 any acts or omissions that are a consequence of our compliance with any national or European Union law.

**In any event the liability of GuardianCard Ltd. will be limited to the balance of the GuardianCard at the time that the event(s) occur.**

16.2 In addition to the circumstances in **Clause 16.1**, our liability shall be limited as follows:



16.2.1 where your GuardianCard is faulty due to an issue with GuardianCard, our liability shall be limited to the replacement of the GuardianCard or, at our choice, repayment to you of the available funds on your GuardianCard; or

16.2.2 where sums are incorrectly deducted from your GuardianCard due to our fault, our liability shall be limited to payment to you of an equivalent amount.

16.3 In all other circumstances of our default, our liability will be limited to repayment of the amount of any available funds on the card.

16.4 Nothing in this agreement shall exclude or limit any regulatory responsibilities we have which we are not permitted to exclude or limit, or our liability for death or personal injury.

16.5 If you have used your GuardianCard or allowed your card to be used fraudulently, in a manner that does not comply with this agreement, for illegal purposes, or if you have allowed your card or details to be compromised due to your gross negligence, you will be held responsible for the use and misuse of the card. We will take all reasonable and necessary steps to recover any loss from you, and there shall be no maximum limit to your liability except where relevant laws or regulations impose such a limit. This means you should take care of your card and details and act responsibly, or you will be held liable.

16.6 We take the security of your money very seriously. Your funds are held by our issuing bank, Paynet, in a secure client account specifically for the purpose of redeeming transactions made via your GuardianCard. This means that in the unlikely event of the insolvency of either GuardianCard Ltd or our banking partner, funds in this client account will be protected against claims by creditors. "Please note that the UK Deposit Guarantee Scheme does not apply to your funds as they are not deposits". By using your GuardianCard and by entering into this agreement you are indicating that you understand and accept these risks. We will be happy to talk through any questions or concerns you might have. Please contact our member services team for further information.



## 17. DATA COLLECTION

17.1 We collect certain information about the GuardianCard customers and the users of the GuardianCard in order to operate the GuardianCard programme. GuardianCard and Financial Services Limited will manage and protect your personal data in accordance with the Data Protection Act 1998 (UK) and the General Data Protection Regulation.

17.2 GuardianCard will never pass your or your family's details to a third party for marketing purposes without your explicit permission. The only circumstances in which we would share any of your family's personal information with others are;

17.2.1 when working with our partners, such as our card processor, our risk management system providers and Mastercard, to protect and operate your accounts and to process transactions on your GuardianCard(s); or

17.2.2 if we ask research companies to contact you for your opinion on our services, in which case we would only give them the necessary details; or

17.2.3 if we sell GuardianCard to another company, our data records are part of our business.

17.3 Guardians and members can opt-out of marketing on behalf of themselves and their families. Further details can be found in our Privacy Policy in the section titled "Opting out". Please note that this will opt you out of marketing communications only and not service communications (e.g. emails about planned maintenance, confirmation of loads, etc.). To opt-out please email [marketing@guardiancard.co.uk](mailto:marketing@guardiancard.co.uk).

17.4 We are reliant on you providing accurate information in order to implement our Privacy Policy and cannot be held responsible if you circumvent age restrictions by providing incorrect date of birth information.

17.5 You can contact us at any time to ask what information we are holding and we will be happy to share it with you unless we are prohibited by law from doing so. You can also request details to be amended if they are deemed to be incorrect i.e. your email addresses, home address, etc. If you wish to contact us about the information we hold, please email us



at [privacy@guardiancard.co.uk](mailto:privacy@guardiancard.co.uk) . If you would prefer this information be provided in hard copy please contact our Data Protection Officer at the address below:

The Data Protection Officer GuardianCard Ltd, Orchard House, The Square, Hessle, HU13 0AE

17.6 Please refer to our Privacy Policy [\[Click here\]](#) for full details, which you accept by accepting the Agreement.

## **18. CHANGES TO THE AGREEMENT**

18.1 If any changes are made, they will be published on our website two months before the changes take effect (unless the law requires or permits us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the agreement will be made available on our website at all times and will be sent to you by email upon request free of charge at any point during the agreement.

18.2 We will also notify you of any change to the agreement by email two months in advance. You will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Card. If you do not accept the change, you may end this agreement immediately and free of charge before the expiry of the two-month notice.

18.3 There may be times when we will have to change this agreement without notice or with notice shorter than two months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the card scheme. If this is the case, we will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible. Your right under **clause 10.3** to terminate the agreement at any time free of charge would not be affected.

## **19. LAW AND COURTS**

19.1 The agreement, and your relationship with us arising out of or relating to the agreement, will be governed by the law of England and Wales. However, if you are resident elsewhere in



the UK, any relevant consumer protection law of your home jurisdiction that exceeds the consumer protection law of England and Wales will apply to the agreement. All disputes arising out of or relating to the agreement shall be subject to the jurisdiction of the courts of England and Wales. However, if you are resident elsewhere in the UK, the Agreement will be subject to the relevant court in your home jurisdiction (i.e. Scotland or Northern Ireland).

## 20. ASSIGNMENT

20.1 We may assign the benefit and burden of this agreement to another company at any time by giving you two months' notice of this. If we do this, your rights will not be affected.

## 21. SEVERANCE

21.1 If any term or provision in the agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the agreement but the validity and enforceability of the remainder of the agreement shall not be affected

## DEFINITIONS

**"Account(s)"** means the GuardianCard electronic money account as the context applies

**"Agreement"** means these terms and conditions.

**"Available Funds"** means at any given time any unspent funds loaded onto your Card which are available to pay for transactions and fees and charges payable under this Agreement.

**"Business Day"** means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in the UK.

**"Card"**, **"GuardianCard"** or **"Debit Card"** means an electronic money card issued by us to you. **Carer Card** means an additional card, physical or virtual, that can be attached to a GuardianCard account to facilitate legal shopping by carers to assist you.

**"Chargeback"** is a charge that is returned to a payment card after a customer successfully disputes an item on their account statement or transaction report.

**"Contactless"** means a payment feature that provides cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to a specified limit.

**"Expiry Date"** means the date printed on your Card which is the date your Card will cease to work. **Family Card** means an additional card, physical or virtual, that can be attached to a GuardianCard account to facilitate legal shopping by carers to assist you.



**“GuardianCard Account”** means the GuardianCard electronic money account attached to the Card.

**“Commencement Date”** means the date you activate the Card.

**“GuardianCard Services”** means the website and mobile apps provided by GuardianCard Ltd, the GuardianCard Cards and Accounts.

**“Membership Services Team”** means the customer experience team who are able to offer support to our members.

**“Physical Card”** means a plastic debit card

**“PIN”** means your unique personal identification number which is provided to you for use with your Card.

**Virtual Card** means a digital card that is uploaded to a mobile handset and used as a debit card

**“we”, “us” or “our”** means Payrnet, or GuardianCard Ltd acting on its behalf.

**“website”** means our website at [www.guardiancard.com](http://www.guardiancard.com) unless specified otherwise in the Agreement.

**“you” or “your”** refers to the Guardian, Member and all GuardianCard Account and Card Holders.





## PAYRNET LIMITED

### TERMS AND CONDITIONS FOR CONSUMERS ELECTRONIC MONEY ACCOUNTS

GuardianCard Ltd

#### BACKGROUND

**This Agreement:** This Agreement is with PayrNet Limited, a company incorporated in England and Wales (company number: 09883437) with its head office at "PayrNet, WeWork, 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW, UK" and registered office at "Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX" (hereinafter referred to in this Agreement as "Payrnet", "we" "us"). **We are an Electronic Money Institution ("EMI") and are authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 ("EMR 2011") (register reference 900594) for the issuing of electronic money.**

**Our relationship with GuardianCard:** As an EMI, we have appointed [name of customer] as an EMD Agent. An EMD Agent means a person who provides payment services on behalf of an electronic money institution (as defined in the EMR 2011). As our EMD Agent, [name of Customer] is authorised to provide associated payment services alongside our e-money account services.

#### AGREED TERMS

##### 1. OUR TERMS

- 1.1. **Interpreting this Agreement.** In order to easily understand the terms of this Agreement, please first refer to clause 3 which, amongst other things, sets out the meaning of capitalised terms used in this Agreement.
- 1.2. **Why should you read it?** Please read this Agreement carefully before you agree to it, as its terms apply to the services provided by us. The Agreement explains many of your responsibilities to us and our responsibilities to you, how and when this Agreement can be terminated and the extent of our liability to you. If there are any terms that you



do not understand or do not wish to agree to, please contact us. You should only complete the sign-on procedures and agree to the terms of this Agreement if you agree to be bound by this Agreement.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are PayrNet Limited, an EMI as described above.
- 2.2. **Communications between us are to be in English.** This Agreement is concluded in England and all communications between you and us shall be in English only.
- 2.3. **How to contact us.** All queries should be directed towards the GuardianCard. You can contact the GuardianCard using details set out in Terms & Conditions Contact Us
- 2.4. **How we may contact you.** If we have to contact you we will do so as follows: in the first instance via the GuardianCard except in urgent cases. If we have not been able to contact you through the GuardianCard or if the matter is urgent, we will contact you by writing to you at the email address(es), you provided when agreeing to this Agreement or by using any other contact details you have provided to us or have used in communications with us or the GuardianCard.
- 2.5. **'Writing'** includes emails. When we use the words "writing" or "written" in this Agreement, this includes emails.
- 2.6. **Some of the services we provide are subject to the Payment Services Regulations 2017.** The Regulations regulate how payments must be transmitted and provide protection for the clients of authorised payment institutions and electronic money institutions.

## 3. INTERPRETATION

- 3.1. The definitions set out in this clause apply in this Agreement as follows:

**"Agreement"** means this agreement and the privacy policy.

**"Consumer"** means an individual who, in entering into this Agreement, is acting for a purpose other



than a trade, business or profession.

**“Electronic Money”** means electronically stored monetary value as represented by a claim against us.

**“Regulations”** means the Payment Services Regulations 2017 (SI 2017 No. 752).

**“Safeguarded Account”** means the bank account(s) belonging to us, which are separate to our own office bank accounts, into which we will receive money from you, or on your behalf, in return for the issuance of Electronic Money.

**“Services”** means the e-money account services.

- 3.2. Clause headings shall not affect the interpretation of this Agreement and references to clauses are to the clauses of this Agreement.
- 3.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 3.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

#### **4. TERM AND BECOMING A CLIENT**

- 4.1. **How can you agree to this Agreement?** You can agree to this Agreement by registering with GuardianCard or by otherwise confirming your agreement to the same or availing of the Services.



- 4.2. **When will you become a client of ours?** You will be bound by this Agreement once you have agreed to it as set out above and this Agreement shall remain in force until terminated in accordance with its terms.

## 5. SERVICES

- 5.1. As part of the Services, we shall issue you with Electronic Money upon receipt of money from you or a third party on your behalf, store your Electronic Money and redeem Electronic Money both on your express instruction and in accordance with this Agreement and the agreement of the [Customer].
- 5.2. **Our Services do not include the provision of advice.** We do not offer advice under this Agreement on any matter including (without limit) the merits or otherwise of any currency transactions, on taxation, or markets.

## 6. ISSUING ELECTRONIC MONEY TO YOU

- 6.1. Where we receive money from you or on your behalf, this money will be held by us in the relevant Safeguarded Account in exchange for the issuance by us to you of Electronic Money. Your funds will not be used by us for any other purpose and in the unlikely event that we become insolvent, your e-money is protected in an EEA-authorized credit institution or the Bank of England.
- 6.2. When we issue you with Electronic Money, us holding the funds corresponding to the Electronic Money is not the same as a Bank holding your money in that (i) we cannot and will not use the funds to invest or lend to other persons or entities; (ii) the Electronic Money will not accrue interest and (iii) the Electronic Money is not a deposit and is therefore not covered by the Financial Services Compensation Scheme but it is held by us and protected in the relevant Safeguarded Account.
- 6.3. You may hold Electronic Money and we may hold funds corresponding to your Electronic Money indefinitely. However, if we hold Electronic Money for you for more than two years *without* any activity on the account, we shall use reasonable endeavours to contact you to redeem the Electronic Money and return the corresponding funds to you. If we are unable to contact you, we may redeem the



Electronic Money and send the corresponding funds, less any of our costs incurred, to the last known bank account we have on file for you.

6.4. We accept no responsibility in the event that you send money to the incorrect account.

6.5. We do not accept cash or cheques. We accept monies via a variety of methods of electronic funds transfer to our bank account, the details of which we shall provide to you upon request.

## **7. GENERAL LIMITATION OF LIABILITY**

7.1. Where we and another person (such as a payment services provider) are liable to you in respect of the same matter or item, you agree that our liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what our liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

7.2. Where any loss, liability, cost or expense (a “**Loss**”) is suffered by you for which we would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from us (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.

7.3. Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or to the extent that the liability may not be excluded or limited by any applicable law.



## 8. COMPLAINTS

- 8.1. If you feel that we have not met your expectations in the delivery of our Services, in the first instance contact GuardianCard using the contact email address for complaints set out in GuardianCard's complaints policy. If the GuardianCard does not deal with your complaint adequately, please contact us via email to [complaints@payr.net](mailto:complaints@payr.net).
- 8.2. We have internal procedures for handling complaints fairly and promptly in accordance with the Financial Conduct Authority's requirements. A copy of our complaints procedure is available upon request.
- 8.3. If you are an eligible complainant you may be able to take your complaint to the Financial Ombudsman Service should you not be satisfied with our final response. Eligibility criteria and information on the procedures involved are available from <http://www.financial-ombudsman.org.uk>. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

## 9. ESTABLISHING YOUR IDENTITY

- 9.1. To comply with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and EU Wire Transfer Regulations (Regulation (EU) 2015/847) and related regulations, it may be necessary to obtain from you, and retain, evidence of your personal identity in our records from time to time. If satisfactory evidence is not promptly provided to us we cannot accept your instructions.
- 9.2. We may keep records of the contents and results of any searches that we carry out on you in accordance with all current and applicable laws. You acknowledge that us carrying out an electronic verification check or, if required, a credit reference agency check will leave a soft footprint on your credit history.
- 9.3. We are obliged to report any reasonable suspicions about activities on the electronic accounts to the regulatory authorities. This may affect our relationship with you so far



as confidentiality is concerned. If we are required under legislation (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002) to refrain from communicating with you and/or proceeding with your instructions, we can accept no liability for the consequences of being prevented from doing so.

## 10. TERMINATION

### 10.1. **When we may terminate or suspend this Agreement.**

10.1.1. If the GuardianCard notifies us that its agreement with you has terminated we can terminate this agreement with immediate effect.

10.1.2. If you terminate your agreement with GuardianCard, we can terminate this agreement with immediate effect.

10.1.3. We may suspend or terminate your access to the Services where we have reasonable grounds for concern relating to: (i) the security of your account(s), whether or not you have informed us of a security breach; and/or (ii) the suspected unauthorised or fraudulent use of your account(s).

10.2. **When you may terminate this Agreement.** You can terminate this Agreement at any time and for any reason by cancelling your agreement with the GuardianCard. We may contact you to confirm your request.

10.3. **Effect of Termination.** Upon the effective date of termination:

10.3.1. you will no longer be able to avail yourself of the Services;

10.3.2. we shall redeem any Electronic Money we hold for you and send the equivalent funds to a bank account in your name, unless agreed by both parties, less any monies which are due and owing to us.



- 10.4. After termination, you may contact us using the contact details set out in clause 2.3 to redeem any Electronic Money you still hold with us.

## 11. CONFIDENTIALITY

- 11.1. We undertake that we shall not at any time, disclose to any person any of your confidential information, except in the following circumstances:

11.1.1. to our employees, officers, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under or in connection with this agreement. We shall ensure that our employees, officers, representatives or advisers to whom we disclose your confidential information comply with this clause; and

11.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1. **How we may use your personal information.** We will only use your personal information as set out in our privacy policy which can be found <https://railsbank.com/payrnet>. (Payrnet is a wholly owned subsidiary of Railsbank Technology Limited).

## 13. GENERAL

- 13.1. **Recording of telephone conversations.** We may record telephone conversations with or without use of a warning tone and we may use these recordings as evidence for a particular purpose or in relation to disputes as well as for our ongoing quality control and training programme. We may also maintain a record of all emails sent by or to us. All those recordings and records will be maintained at our absolute discretion and are our property and can be used by us in the case of a dispute. We do not guarantee that we will maintain such recordings or records or be able to make them available to you. You consent to the use and admissibility of any such recording as evidence in any dispute or anticipated dispute between the parties which relates to the





dealings between the parties.

- 13.2. **Ensuring this Agreement is legally enforceable.** For a contract to be legally enforceable, there needs to be an offer, acceptance and consideration. This Agreement constitutes our offer to make the Services available to you and you agreeing to this Agreement constitutes your acceptance of this offer. In order to ensure that this Agreement is legally binding, upon you becoming a client, you promise to pay us the sum of one-Pound sterling, upon demand from us, as consideration.
- 13.3. **Even if we delay in enforcing this Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breach of this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.4. **What if something unexpected happens?** We shall have no liability to you under this Agreement or any Contract if we are prevented from or delayed in performing our obligations under this Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving us or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or our default of sub-contractors, provided that you are notified of such an event and its expected duration.
- 13.5. **If a court finds part of this Agreement illegal, the rest will continue in force.** Each of the sub-clauses, clauses and paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sub-clauses, clauses and paragraphs will remain in full force and effect.
- 13.6. **We are not partners and neither of us may act as the other's agent.** Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you and us, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind



the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 13.7. **We can make amendments to this Agreement.** We shall have the right to make such amendments to this Agreement, via the GuardianCard, as are necessary to comply with any laws and regulations that are applicable to the performance of our obligations under this Agreement where such laws and regulations are implemented and/or amended after the date of this Agreement. Such amendments may be made at any time upon as much notice as possible to you and shall take effect following such notice, if any. If you object to the proposed amendments, you have the right to terminate this Agreement without charge before the date proposed by us for the entry into force of the changes. You will be deemed to have accepted the proposed amendments unless you notify us and terminate this Agreement before the date proposed by us for the entry into force of the changes. If we receive no objection from you, such amendments shall take effect from the date specified by us but may not affect any rights or obligations that have already arisen and will not be retrospective.
- 13.8. **What happens if you are jointly a client of ours with another person?** Where you comprise two or more people, each person will be jointly and severally liable to us in respect of all obligations contained in this Agreement.
- 13.9. **Can you obtain a copy of this Agreement or additional information?** You may request and we shall provide a copy of this Agreement and any information set out in Schedule 4 of the Regulations (if relevant) at any time prior to termination of this Agreement.
- 13.10. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under this Agreement to another organisation without your consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.
- 13.11. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing.



13.12. **Nobody else has any rights under this Agreement.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.13. **Which laws apply to this Agreement and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.