

TERMS AND CONDITIONS – FIRSTTHERE PREPAID CARD®

DEFINITIONS

“Card” means the Firstthere Prepaid Card - a payment card issued by us to you including any additional cards linked to Your account

“Expiry Date” means the date on which Your Card will cease to work.

“We”, “Us” or “Our” means Newcastle Building Society, or any organisation acting on its behalf

“You” or “Your” refers to the cardholder

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

1.1 Cards are issued by Newcastle Building Society pursuant to license by MasterCard international or its affiliates. Newcastle Building Society is authorised by the Financial Services Authority (FSA) as an Electronic Money Issuer under registration no. 156058. Their principal office address is: Portland House, New Bridge St, Newcastle upon Tyne, NE1 8AL, United Kingdom.

1.2 The production of the Cards and the technology systems required to operate the Cards are provided by Flex-e-vouchers Ltd (registered in the United Kingdom) and Global Processing Services FZ LLC (registered in Dubai). Flex-e-vouchers Ltd also provides customer support for Cards as set out in paragraph 12 below.

1.3 This document sets out an agreement between you and us governing the possession and use of the Card. This agreement will last indefinitely until cancelled by you or us, starting on the date that the Card was purchased or activated. This agreement and all communications between us and you shall be in the English language.

2. CARDS

2.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept MasterCard or Maestro cards. It is designed for use in shops and retail locations within the United Kingdom for transactions conducted in UK Pounds Sterling. Like any payment card, we cannot guarantee that a particular retailer will accept the card – please check with the retailer before attempting the transaction if you are unsure.

2.2 The Card is an electronic money (“e-money”) product, regulated by the Financial Services Authority. The purchase of a Card is the purchase of a means of payment, it is not a deposit. You will not earn interest on the balance of the card. The card and balance will expire on the date shown on your card.

2.3 When you receive your card, it will be issued to you in an inactive state. You will need to activate it by calling 0844 774 4277. The Card will normally be ready for use one hour after activation.

3. IDENTIFICATION REQUIRED FOR PURCHASE OF CARDS

3.1 The Card is a financial services product, and we are therefore required by law to hold certain information about our customers. We also use this information to administer your account, 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 Section 15 for more information.

3.2 In order to obtain a card, you must be at least 18 years old and a UK resident. We may require evidence of who you are and your address. We may ask you to provide some documentary evidence to prove this and/or we may carry out checks on you electronically.

3.2.1 When we carry out these checks, your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse affect on your credit rating.

3.2.2 The purchase of or use of the Card will indicate to us that you consent to the checks described in this agreement being undertaken.

3.3 Where you request additional Cards linked to your Card or account, you authorise us to issue Cards and PINs to the additional cardholders and you authorise each additional cardholder to authorise transactions on your behalf.

3.4 This agreement also applies to any additional Cards and cardholders that you have arranged. It is important that you communicate this agreement to any additional cardholders before they start using the Card.

4. FEES, CHARGES AND LIMITS

4.1 The card is subject to a maximum balance of £5,000 and the maximum amount you may withdraw from an ATM each day is £250.

4.2 The table below describes fees and charges apply to the purchase and use of the Card:

Fee description	Fee
Card purchase fee	FREE
Additional card fee	£4.99 per card
Lost / stolen card replacement	£6.99 per card
Purchase transactions – within UK	£0.20 per transaction* (additional £0.20 for purchase with cashback)
Purchase transactions – outside UK	£0.20 per transaction* (additional £0.20 for purchase with cashback)
Cash withdrawal – within UK	£1.00 per transaction*
Cash withdrawal – outside UK	£2.00 per transaction
Monthly service fees	£5.95 per month for primary card £1.99 per month for secondary card
Balance inquiries	£0.20 per balance inquiry at ATM Or call Customer Services on 0844 774 4277 (local rate call charges will apply, check with your telephone provider)
PIN reminder	£1.99 per reminder message
Instant messaging	FREE, but data service charges may apply – check with your phone provider**
Redemption fee	£9.95.

* Cardholders are entitled to carry out 1 purchase transaction (within or outside UK), or 1 ATM withdrawal (UK only) for free between each payroll run. This means you can withdraw or spend your pay without incurring a fee. If your pay exceeds the maximum ATM withdrawal limit of £250, a second free transaction will be permitted to give you full access to your funds.

** Instant messages between users of the service are free of charge, however data charges may apply. Please check with your mobile telephone network operator for details of these charges.

5. HOW TO USE THE CARD

5.1 A Card may only be used by the person to whom the card was issued. In the case of an additional or secondary Card, that Card may only be used by a person nominated by the primary cardholder. The Cards are otherwise non transferable, and you are not permitted to allow other persons to use the Card, for example by disclosing your PIN or allowing them to use your card to purchase goods via the Internet. Prior to use, the Card should be signed on the signature stripe located on the back of the card.

5.2 We will be entitled to assume that a transaction was authorised by you where

5.2.1 the magnetic stripe on the card was swiped by the retailer or the card was inserted into a chip & PIN device,

5.2.2 the Card PIN was entered or a sales slip was signed,

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

5.3 Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (MasterCard network). Once you have received your instruction to proceed with the transaction, the transaction cannot be stopped or revoked. Please refer to Section 12 of this agreement for more information. We will deduct the value of the transaction in Pounds Sterling from the remaining balance of the Card. The retailer or service provider that has accepted your card for payment will normally receive payment within 5 working days.

5.4 The Card may be used in full or part payment for purchases. In the case of part payment, the person the cardholder will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card.

5.5 If you use a card for a transaction in a currency other than Pounds Sterling, the transaction will be converted to Pounds Sterling by the MasterCard scheme network at a rate set by MasterCard International. The exchange rate varies throughout the day and is not set by us, therefore we are not responsible for and cannot guarantee you will receive a favourable exchange rate. You can ask us for information about the exchange rate used after the transaction has been completed by contacting Customer Services. You can view the MasterCard exchange rate by visiting <https://www.mastercard.com/global/currencyconversion/index.html>

5.6 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 a serious technical problem – we may be unable to receive or complete transactions.

6. RESTRICTIONS ON USE OF CARDS

6.1 A Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor does it attract interest on the balance, nor may it be used as evidence of identity.

6.2 A Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes. A Card may not be used for the purposes of car hire.

6.3 Use of a Card may be restricted without notice if suspicious, fraudulent or illegal activities are identified or suspected, if we believe you have not complied with these terms and conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Card.

6.4 The Card may only be loaded by electronic transfer from the bank account of an employer that has previously entered into an agreement with us, and may only be loaded in respect of wages that have been lawfully earned by the principal cardholder.

6.5 The non-personalised Card (usually the first Card you receive) may not exceed a maximum balance of £1,650 at any time. A fully personalised card (issued after we have carried out checks to verify your identity) may not exceed a maximum balance of £3,000 at any time. Where there is more than one cardholder at your registered address, the cumulative total of all Cards at that address may not exceed £3,000 at any time.

7. MANAGING YOUR CARD & ACCOUNT

7.1 The balance available on the Card will be reduced by the value of each payment or withdrawal that is made using the Card, and by any applicable fees. Where you have used the card to pay for goods or services, the value of the transaction plus any relevant fees or charges will be paid to the retailer or service provider via the MasterCard scheme network.

7.2 If any payment is attempted that exceeds the remaining value on the Card the transaction will be declined. If you know the remaining value on your Card you may be able to make a partial payment to use this value and separately pay the difference by alternative means, such as with cash or a different card. Not all retailers support this functionality, please check with the retailer before attempting to carry out a split payment.

7.3 You may check the available balance on your Card or view a statement of recent transactions by visiting www.firstthere.org, or alternatively you may call Customer Services for this information in accordance with Section 13 below.

7.4 Balance enquiries are provided free of charge by calling 0844 774 4277 (note that calling costs may apply – check with your phone provider).

8. EXPIRY OF THE CARD AND BALANCE

8.1 Your Card and any money loaded onto the card will cease to be valid on the Expiry Date, which is the date printed or embossed on the card face. On that date, the card will cease to function and you will not be entitled to use the card. Providing that you have used your Card within the last 3 months, we have your current address and details on record, and your account is in good standing, we will normally issue you with a replacement Card shortly before your existing Card expires. However, we are not obligated to do so, and may elect not to issue a replacement Card at our discretion. If we do issue a replacement Card, this agreement will continue uninterrupted.

9. CANCELLATION AND REDEMPTION PROCEDURE

9.1 The purchaser of the card is entitled to a 14-day 'cooling off' period. Should you wish to cancel your Card please return it to us unsigned and unused within 14 days of issue and a full refund of any fees paid to date will be made. Note that you will not be entitled to any fees or the value of transactions if you have used your Card during the 14-day cooling off period.

9.2 After 14 days from the date of purchase, you may redeem some or all of the remaining balance of the Card by writing to us. Where you request this, we will normally issue a cheque made payable to you and

posted to the address we have on record for you, or we will make an electronic transfer to a bank account that you nominate. In any case, this is subject to a £9.95 redemption fee to cover the costs of processing the redemption. We will not complete your redemption request if we believe you have provided false information, or we are concerned about the security of the transaction, if your account is not in good standing, if there are insufficient funds to cover the redemption, or for any other valid reason.

9.3 If you request redemption of the entire remaining balance in accordance with conditions 9.1 or 9.2, we will interpret this as your withdrawal from this agreement and we will cancel your Card.

9.4 We may cancel this agreement:

9.4.1 if your Card reaches its expiry date, and we have decided not to issue you with a new Card at our sole discretion

9.4.2 if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner, or use your Card or account or any of its facilities in a manner that we believe is fraudulent or unlawful

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

9.4.4 if you fail to pay fees or charges that you have incurred or fail to put right any shortfall

9.4.5 if there is no activity on your Card for a period of 3 consecutive months or more

10. KEEPING YOUR CARD AND DETAILS SAFE

10.1 You are responsible for keeping your Card and its details safe. This means you must take all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose the Card details to anyone except where necessary to complete a transaction. You should be happy that the retailer 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 card or details.

11. LOST, STOLEN OR DAMAGED CARDS

11.1 If you lose your Card or it is stolen or damaged please notify Flex-e-vouchers Ltd immediately by telephoning Customer Services in accordance with paragraph Section 13 of this agreement. You will be asked to provide your Card number and other information to verify that you are the authorised cardholder. Following satisfactory completion of the verification process, we will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use.

11.2 If we believe you have acted fraudulently, or if we believe you have intentionally or with gross negligence failed to keep your Card or its details safe at all times, we will hold you liable for all transactions and any associated fees. We may limit your liability to £50 providing that you act with reasonable care and notify us as soon as you can if your card has been lost or stolen, or you are concerned that the Card or its details have been compromised or at risk of being misused.

11.3 After you have notified us of the loss, theft or risk of misuse, and providing that we are able to identify your card and satisfy certain security checks, we may issue a replacement Card and/or PIN to you. Certain fees will apply, please see Section 4 of this agreement for details. The cooling off period described in Section 9.2 does not apply to replacement cards.

12. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES

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

12.2 If you identify a transaction that you believe was not authorised by you or was incorrectly carried out, you must notify us without undue delay and in any event, not more than 13 months after the date of the transaction. You must tell us as soon as you notice the problem.

12.3 We shall not be held liable for a transaction that was unauthorised or incorrectly executed if you have failed to notify us of the problem without undue delay – in those circumstances, you will be held liable.

12.4 Providing that you have notified us without undue delay we will immediately refund the value of any unauthorised or incorrectly executed transaction and restore your account to the position it would have been in had the unauthorised or incorrectly executed transaction not taken place.

12.5 In certain circumstances we may need to investigate whether the transaction was unauthorised or incorrectly executed. In these circumstances, you must co-operate with our investigation and provide us with information that we reasonably request in a timely manner; if you do not do this, we may be unable to assist you further with the transaction dispute.

12.6 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 Card 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 Customer Service team and present relevant evidence to show that the transaction has been cancelled or reversed.

12.7 Where a retailer provides a refund for any reason (for example, if you return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to your Card or account.

12.8 In certain circumstances, we may refuse to complete a transaction that you have authorised. These circumstances include:

12.8.1 if we are concerned about the security of your Card or we suspect your Card is being used in a fraudulent or suspicious manner

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

12.8.3 if there is an outstanding shortfall on the balance of your Card

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

12.8.5 errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions

13. CUSTOMER SERVICES AND ACCESS TO THE FINANCIAL OMBUDSMAN

13.1 All telephone enquiries in connection with a Card should be made to Customer Services on 0844 774 4277, alternatively email

support@flex-e-card.com or write to Customer Services, Flex-e-vouchers Ltd, Office 13, Telfords Yard, London E1W 2BS. The Customer Services team are available 9am to 10pm Monday to Friday, 10am to 10pm on Saturdays, and 10am to 6pm on Sundays. During these hours we will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business hours.

13.2 Our business opening hours are Monday to Friday, 9am to 5pm. Correspondence received after the close of business on a particular day will be treated as having arrived on the following business day.

13.3 If you are unsatisfied with any element of the service you receive, any complaints should also be made to Customer Services using the contact details in Section 13.1 above. Calls may be monitored or recorded.

13.4 We operate a two-stage complaints process. In the first instance, Flex-e-vouchers Ltd will attempt to resolve your complaint within 4 weeks from the date on which you first complained. If Flex-e-vouchers are unable to resolve your complaint within 4 weeks, you may then refer your complaint to Newcastle Building Society, who will perform a separate investigation and will attempt to resolve your complaint within 8 weeks from the date on which you first complained.

13.5 In the unlikely event that you remain unsatisfied after our complaints procedure has been exhausted, you may contact the Financial Ombudsman Service by

- writing to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, United Kingdom
- telephoning 0845 080 1800
- emailing complaint.info@financial-ombudsman.org.uk

14. LIMITATION OF LIABILITY

14.1 None of the organisations described in Sections 1.1 and 1.2 will be liable for any:

- losses that were not foreseeable at the time of the purchase of the Card;
- losses that were not caused by any breach on their part (each acting severally);
- business losses and/or losses to non-consumers.
- losses that arise as the result of a retailer refusing to accept your card or an ATM refusing to dispense funds

In any event the liability of the organisations described in Sections 1.1 and 1.2 will be limited to the balance of the Card at the time that the event occurs.

14.2 If you have used your Card or allowed your card to be used fraudulently, in a manner that does not comply with these terms and conditions, for illegal purposes, or if you have allowed your Card or details to be compromised due to 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.

14.3 Providing that you have taken all reasonable care necessary, and in consideration of the conditions of section 14.2, the maximum liability you will have for misuse of a lost or stolen Card or misuse of the Card details will be £50.

14.4 The Financial Services Compensation Scheme (FSCS) does not apply to your Card or account. This means that in the event that Newcastle Building Society became insolvent, your Card and/or account may become unusable and any funds associated with your Card and/or account may be lost. By using your Card and by entering into this

agreement you are indicating that you understand and accept these risks.

14.5 Although you will not be able to recover your money from the FSCS in the event that Newcastle Building Society becomes insolvent, as a responsible e-money issuer we take the security of your money very seriously. Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via your Card. In the unlikely event of any insolvency, funds that have reached our account will be protected against claims by creditors. We will be happy to talk through any questions or concerns you might have; please contact Customer Services for information.

15. YOUR PERSONAL INFORMATION

15.1 We collect certain information about the users of the Cards in order to operate the Card programme. For the purpose of collecting personal information Flex-e-vouchers Ltd are the Data Controllers as described in the Data Protection Act 1998. Flex-e-vouchers Ltd appear on the ICO Data Controllers Register.

15.2 Your personal data will be processed by Flex-e-vouchers Ltd, Global Processing Services FZLLC and Newcastle Building Society in order to administer the Card and to deal with any enquiries you have about the Card and to satisfy the identification requirements of the Financial Services Authority and other relevant laws. We may share your information with law enforcement agencies if we believe suspect that you are acting unlawfully or your Cards are being used for unlawful purposes.

15.3 Unless you have provided your permission, your personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with the Card scheme.

15.4 You have the right to request details of the personal information that is held about you, and you may receive this by writing to Flex-e-vouchers Ltd, Office 13 Telfords Yard, 6-8 The Highway, London, E1W 2BS. Under the Data Protection Act we have the right to charge a fee of up to £10.00 for this service.

16. CHANGES TO THESE TERMS AND CONDITIONS

16.1 These Terms and Conditions may be changed or amended at any time for legal, regulatory or security reasons or to enable the proper delivery of or to improve the delivery of the Card scheme. If any changes are made they will be publicised two months before the changes take effect (unless law requires us to make a more immediate change), and copies of the revised Terms and Conditions will be made available at Customer Services Desk and online at www.firstthere.org

16.2 It is your responsibility to check the website www.firstthere.org regularly for changes to terms & conditions. We will assume that you have done so, and will be entitled to assume you have accepted any changes to these terms & conditions unless you notify us otherwise. We will deal with any such circumstances on a case-by-case basis.

17. LAW AND COURTS

17.1 The law of England and Wales applies to these Terms and Conditions and the courts of England and Wales will deal with any legal proceedings between us.

18. ASSIGNMENT

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