Terms and Conditions

IMPORTANT INFORMATION: These are the terms & conditions of the agreement between us, Prepaid Financial Services Ltd, 4th Floor, 36 Carnaby Street, London, W1F 7DR and you, the person entering into the agreement in relation to your Prepaid MasterCard® This card is managed by Unicâmbio – Instituição de Pagamento, S.A. with head office in Aeroporto de Lisboa, Rua C, Edifício N124 – 5 Piso, 1700-008 Lisboa, with share capital of € 750,000.00, documents deposited at the Commercial Registry of Lisbon under the sole legal person number: 502870206. Registered and duly authorized by the Bank of Portugal, with financial agent code number 824, acting as an agent of PFS.

Please read this Agreement carefully before activating your Account. The terms of this Agreement and fees shall apply to all Customers.

1. Definitions & Interpretation

"Account"	a non-deposit non-interest bearing account associated to a pre-paid electronic Unicâmbio card and maintained for the sole purpose of enabling Transactions;
"Account Closure"	a fee for redemption where specified in the Fees and Limits Schedule;
"Additional Card"	Where applicable, any additional card which is issued to a person any time after the successful registration of an Account;
"Additional Cardholder"	Where applicable, a person who holds an Additional Card;
"Agreement"	this Agreement of open-ended duration between you and us incorporating these terms and conditions, as amended from time to time;
"Authorised"	act of authorising the payment transfer by using the Card together with (i) the PIN Code or with (ii) the CVC Code and expiry date or with (iii) the signature of the Cardholder;;
"Available Balance"	the value of unspent funds loaded onto your Account and available to use;
"Card"	• a physical device bearing electronically stored monetary value as represented by a claim against Prepaid Financial Services; and/or • a physical or digital mechanism providing access to an Account which is issued by Prepaid Financial Services Ltd for the purpose of enabling Transactions
"Customer"	the person who has applied successfully for a Payment Service and has been issued at least one Card by us and who is the legally and financially responsible person to whom the Payment Services are provided by Us;
“Business Day"	Monday to Friday, 0900hrs to 1800hrs GMT, excluding bank and public holidays in the United Kingdom
"Fees & Limit Schedule"	the schedule contained herein;
"Fee"	any fee payable by the Customer, as referenced in the Fees & Limits Schedule;
“Instant Issue Card"	a pre-paid instant issue (Standard Due Diligence - SDD) non-personalised card that can be used subject to lower specified Instant Card limits on loading, transactions and redemption;

"KYC"	Know Your Customer, requirements for knowledge of and information on customers of regulated entities or for regulated activities;
"Limitation Period"	means the period of 6 years following termination of this Agreement;
"Merchant"	a retailer or any other person that accepts e-money;
"Payment Services"	means all payment and e-money services and any related services available to the Customer and/or Additional Cardholder(s) through the use of the Account and/or Card;
"Personalised Card"	a physical pre-paid personalised payment card which may be used for on-line and off-line Transactions;
"Primary Card"	Where applicable, the first Card issued by us to the Customer in response to registration of the Account;
"Reload"	to add money to your Account;
"Systems"	MasterCard as shown on your Card;
"Transaction"	Making or attempting to make: (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of the Payment Services, including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Personalised Card plus any transaction fees charged by ourselves or any third party in connection with your cash withdrawal;
"Username and Password"	a set of personal codes selected by the Customer to access their Payment Services;
"Virtual Card"	Where applicable, a non-physical pre-paid electronic payment card, the use of which is limited to on-line purchases or on the phone or mail order;
"we", "us" or 'our"	Prepaid Financial Services Ltd as the e-money issuer and Unicâmbio as the programme manager;
"you" or "your"	The Customer and/or any person who has been provided with a Card by the Customer for use as an Additional Cardholder in accordance with these Terms and Conditions.

2. Contact Us

Your Cards can be managed online at www.unicambio.pt or call 800 50 70 77 (or +351 213 429 760) for international call) to report your Cards lost or stolen or email card@unicambio.pt. At any time during the contractual relationship you shall have the right to receive, on request, these terms and conditions free of charge.

3. Your Agreement with Us

3.1. The issuer for Your prepaid Unicâmbio card is Prepaid Financial Services Limited. The Payment Services are also provided by us, and we are a registered company in England and Wales. Our Company Registration Number is 6337638. We are authorised and regulated as an e-money

issuer by the Financial Conduct Authority (FCA). Registered Office: 4th Floor, 36 Carnaby Street, London, W1F 7DR.
The Prepaid Financial Services Limited is duly authorised by the Bank of Portugal, under financial agent code number 7608, to perform this activity in Portugal.

3.2. Details of Our authorisation licence by the Financial Conduct Authority is available on the public register at http://www.fsa.gov.uk/register/2EMD/2EMD_MasterRegister.html
3.3. Prepaid Financial Services Ltd are the programme issuer.
3.4. Prepaid Financial Services Ltd is licensed as a principal member with the Scheme. MasterCard is a registered trademark of MasterCard International Incorporated.
3.5. These terms and conditions govern the relationship between us and you for the provision of the Payment Services by us to you. This Agreement also contains important warnings and information that may affect your rights and your ability to recover your money. By activating your Account, you shall be deemed to have accepted and fully understood the terms and conditions set out in this Agreement and you agree to comply with these by your use of the Card and/or by indicating your acceptance.
3.6. Your Card is not a credit card and is not issued by a bank. When you purchased your Card, you had the option of an Instant Card, a Virtual Card or a Personalised Card. If you purchased a Virtual Card, you may upgrade for a fee at any time to a Personalised Card. When you upgrade, you will have the option of keeping your Virtual Card account open or closing it and only using your Personalised Card. Regardless of the type of Card(s) you have, you will have only one Account where your Available Balance is located.
3.7. Your Payment Services will not be activated unless we have been provided with the required information so that we may identify you and can comply with all applicable KYC and anti-money laundering requirements. We shall keep records of such information and documents in accordance with all applicable legal and regulatory requirements.
3.8. You may reload subject to the limits provided by the Fees & Limits Schedule. We reserve the right to vary these limits and to decline any Reload at any time. A Reloading Fee applies.
3.9. Reference to a currency (e.g. Euros € or Sterling £) shall mean that amount or the local currency equivalent in which your Card is denominated.
3.10. The Available Balance on your Card and/or Account will not earn any interest.
3.11. The Payment Services are prepaid payment services and not a credit or bank product, you must therefore ensure that you have a sufficient Available Balance to pay for each purchase, payment or cash withdrawal that you make using the Payment Services (including value added tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed and the Transaction amount exceeds the Available Balance, you must repay us the amount of such excess immediately and we shall be entitled to stop any existing or subsequent Transactions from proceeding.
3.12. This Agreement does not give you any rights against a System, its affiliates or any third party.
3.13. Only persons over 18 years of age are entitled to register for the Payment Services. However, if you are the Customer you may allow the Payment Services to be accessed by a person for whom you are legally responsible, who is under 18 years of age, in accordance with 5.8. Transactions by persons under 18 years of age may not be allowed by some Merchants. In all cases, you shall be responsible for any use of the Payment Services by such persons.

4. Service Limits

Transactions may be restricted by Card type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.

5. Use of the Services

5.1. You can use the Payment Services up to the amount of the Available Balance for Transactions at Merchants of the relevant System. If the Available Balance is insufficient to pay for a Transaction, some Merchants will not permit you to combine use of a Card or Account with other payment methods.

5.2. Your Card (other than the Virtual Card) can be used to make cash withdrawals from ATMs and banks who agree to provide this service, as listed in the Fees & Limits Schedule (subject to any maximum set by the relevant ATM operator or bank), unless we inform you otherwise.

5.3. The value of each Transaction and the amount of any fees or charges payable by you under this Agreement will be deducted from the Available Balance.

5.4. Once a Transaction is authorised it cannot be withdrawn. Within the EEA we will ensure transfer of the payment to the payment service provider of the Merchant within three Business Days, from and including the 1st January 2012, we will ensure transfer of the payment within one Business Day. If the payment service provider of the Merchant is located outside the EEA, we will effect payment as soon as possible.

5.5. In order to protect you and us from fraud, Merchants and ATM operators will seek electronic authorisation before processing any Transaction. If a Merchant or ATM operator is unable to get an electronic authorisation, they may not be able to authorise your Transaction.

5.6. We may refuse to authorise any use of the Payment Services which could breach these terms and conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or un-permitted use of the Payment Services.

5.7. The Payment Services will incur fees based upon the Fees & Limits Schedule. A Transaction Fee is payable in respect of each Transaction. A Cash Withdrawal Fee is payable in respect of cash withdrawals made at ATMs using your Card. In addition, your withdrawal may also be subject to any applicable fees, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.

5.8. Where applicable, the Customer may apply to us for up to 4 Additional Cards, for use by Additional Cardholders on your account. Additional Cardholders for whom you are legally responsible must be 13 years of age or older. All other Additional Cardholders must be 18 years of age or older. It is a condition of any registration for an Additional Card that you, as the Customer, acknowledge that we accept no responsibility or liability of any kind whatsoever for use of any Additional Card by any Additional Cardholder for Transactions not authorised by you. If you successfully register, we will send you an Additional Card, for which we will charge an Additional Card Fee. Upon receipt of the Additional Card, you may give the Additional Card to the Additional Cardholder for their use, subject to:

   i. you providing them with a copy of these terms and conditions (which will then bind use by both of you);

ii. the Additional Card then being used only by that person;
iii. you retaining the Primary Card;
iv. you informing the Additional Cardholder that you have retained the Primary Card and that you are still able to use the Account;
v. Us obtaining such further information and documentation in order to enable us to comply with all applicable KYC and anti-money laundering requirements.

5.9. You (the Customer) will remain responsible for the use of the Payment Services, and for any fees and charges incurred by the Additional Cardholder(s), and you will continue to be regarded as the holder of any funds already or subsequently loaded on the Account. The use of a Card in relation to which an Additional Cardholder has been registered will be regarded as confirmation that you have provided the Additional Cardholder with these Terms and Conditions and they have accepted them. You will remain responsible for any Transactions, cash withdrawals from ATMs, fees and charges incurred by your Additional Cardholders. Your Cards will have a shared purse from which all Transactions and fees will be deducted.

5.10. Your ability to use or access the Payment Services may occasionally be interrupted, for example if we need to carry out maintenance on our Schemes. Please contact Customer Services via our website to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve any problem.

5.11. If enabled, you will have the option to transfer your Available Balance from your Card or Account to other Cards and Accounts. If you instruct us to make a transfer from your Account to another Account, the requested amount will be debited from your account and credited to the account you have instructed us to transfer your Available Balance to. You will incur an Account Transfer Fee for this transaction.

6. Condition of Use at Certain Merchants

6.1. In some circumstances we or Merchants may require you to have an Available Balance in excess of the Transaction amount. For example, at restaurants you may be required to have 15% more on your Card than the value of the bill to allow for any gratuity or service charge added by the restaurant or you.

6.2. In some circumstances Merchants may require verification that your Available Balance will cover the Transaction amount and initiate a hold on your Available Balance in that amount, examples include rental cars. In the event a Merchant places a pre-authorisation on your Account, you will not have access to these funds until the Transaction is completed or released by the Merchant which may take up to 30 days.

6.3. If you use your Card at a fuelling station, subject to Merchant acceptance, your Card may need to be pre-authorised for a pre-determined amount in the relevant currency. If you do not use the whole pre-authorisation or do not have Available Balance to obtain a pre-authorisation, it is possible that the pre-authorised amount will be held for up to 30 days before becoming available to you again.

6.4. Some Merchants may not accept payment using our Payment Services. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using our Payment Services.

7. Managing & Protecting Your Account

7.1. You are responsible for your Card, any Username, PIN number and Account passwords. Do not share your Card or Account security details with anyone.

7.2. You must keep your Account, PIN, Username and Password safe and separate from your Card or any record of your Card number and not disclose it to anyone else. This includes:

i. memorising your PIN as soon as you receive it, and destroying the post mail or other authorised communication used to transmit it to you;
ii. never writing your PIN on your Card or on anything you usually keep with your Card;
iii. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching;
iv. not disclosing your PIN to any person, except that you may disclose the PIN orally (but not in writing) to a person authorised (by clause 5.8) to use your Card or Account.

7.3. The user of the Card(s) must sign the signature strip on any Personalised Card immediately when received. If your Card permits cash withdrawals, we will provide the Customer by post or other approved method with a Personal Identification Number (PIN) for use with your Card. You will need this PIN in order to make cash withdrawals from an ATM or at a bank.

7.4. If you forget your PIN, you should contact Customer Services on 800 50 70 77 (or +44 20 71 27 6904 for international call) for a replacement PIN, which will be sent out to the Customer. A Pin Replacement Fee will be charged if your PIN has to be re-mailed to you due to failure to keep us notified of your correct primary address.

7.5. The Customer already held or created a Username and Password when ordering a Primary Card. You will need this Username and Password to perform the following functions in relation to your Payment Services online:

i. changing your registered details;
ii. checking the amount of Available Balance;
iii. checking Transaction details;
iv. requesting an upgrade or Additional Card (when available);
v. reporting your Card as lost or stolen;
vi. changing your Username or Password.

7.6. The Payment Services may only be used by the Customer or any Additional Cardholder.

7.7. Other than as specified in 7.6, you must not give the Card to any other person or allow any other person to use the Payment Services. You must keep the Card in a safe place.

7.8. Failure to comply with clause 7.2 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at clause 14.

7.9. If you believe that someone else knows your Account or Card security details, you should contact us immediately.

7.10. Once any Card on your Account has expired or if it is found after you have reported it as lost or stolen you agree to destroy your Card(s) by cutting them in two through the magnetic strip.

8. Identity Verification

8.1. If you enter into Transactions over the internet, some websites require you to enter your name and address. In such cases you should supply the most recent address which has been registered with us by the Customer as the Account address. The Account address is also the address to which we will send any correspondence.

8.2. The Customer must notify us within 7 days of any change in the Account address or your other contact details. You can notify us by contacting Customer Services who may require you to

confirm such notification in writing. You will be liable for any loss that directly results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud. We will need to verify your new Account address and shall request the relevant proofs from you.

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

8.4. Instant Issue cards are issued in accordance with regulatory limits and conditions. You will be required to contact our customer service team to upgrade the card once you reach the limits. Full card limits are usage for SDD cards can be found on our website. For upgrade (KYC) information and a list of accepted documents contact our customer service team.

9. Communications Regarding Your Account

We will not send you a paper statement unless requested. However, you can check your Available Balance and Transaction history at any time by logging on to your account. The online service is free and you can subscribe to different forms of Account statements there. Should a paper statement be required, this request can be made via our customer service team and there may be a 2€ (two euro) fee per request.

10. Cancelling Services

10.1. If you are the Customer and you wish to cancel the Payment Services at any time, you must request cancellation online by informing us of your wish to cancel and to claim a refund of your unused funds by emailing us as specified in section 2 above. You must e-mail us from the e-mail address you provided when registering your Account. Our Customer Services department will then suspend all further use of your Payment Services.

10.2. Once we have received all the necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed, we will refund to the Customer any Available Balance less any fees and charges payable to us, provided that:

   i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
   ii. We are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.

10.3. Once the Payment Services have been cancelled, it will be your responsibility to destroy your Card(s).

10.4. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or fees incurred using the Card(s) or we receive a reversal of any prior funding transaction, we will notify you of the amount and you must immediately repay to us such amount on demand as a debt.

11. Right to Cancel ("Cooling-Off')

You have a right to withdraw from this Agreement under the following conditions:

11.1. where you purchased the Payment Services by mail order, internet, fax, digitally or by email then you have a “Cooling Off” period of 14 days beginning on the date of the successful

registration of your Account to withdraw from this Agreement and cancel the Payment Services, without any penalty but subject to deduction of any reasonable costs incurred by us in the performance of any part of the provision of services before you cancel. You must contact us within this 14 day period and inform us that you wish to withdraw from this Agreement and you must not use the Payment Services. We will then cancel the Payment Services and reimburse the amount of Available Balance on the Account to the Customer. However, we reserve the right to hold Available Balance for up to 30 business days from receipt of your instructions before returning the balance, to ensure that details of all transactions have been received. If you used a credit or debit card to purchase and/or load your Card or Account, we may hold your funds for a reasonable period as is required to prevent any chargeback of your credit or debit card.

11.2. After the Cooling Off period you may only cancel the Payment Services as described in clause 10 above.

12. Expiry & Redemption

12.1. Your Card has an expiry date printed on it. The funds on your Account will no longer be usable following the expiry date of the most recent Card that was issued under the Account ("Expiry Date").

12.2. The Payment Services and this Agreement shall terminate on the Expiry Date unless you request or are issued with a replacement Card prior to the Expiry Date in accordance with clause 12.4 or unless we otherwise agree to continue providing Payment Services to you following the Expiry Date.

12.3. You may not use your expired Card(s) after the Expiry Date.

12.4. If a Card expires before your Available Balance is exhausted, you can contact Customer Services to request a replacement Card, provided you do so 14 days before the Expiry Date and subject to payment of a fee (where specified).

12.5. Notwithstanding any Expiry Date your funds are available for redemption by contacting us at any time before the end of the 6 years Limitation Period. After the 6 years Limitation Period your funds will no longer be redeemable to you.

12.6. Provided that your request for redemption is made less than 12 months following the Expiry Date redemption will not incur any Late Redemption Fee. In the event that you make a request for redemption more than 12 months after the Expiry Date and before termination of the contract an Account Closure Fee may be charged (where specified).

12.7. Additional Cardholders' Cards will expire on the Expiry Date as shown on the Customer's Primary Card.

12.8. We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If we do so, clause 12.4 will not apply. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee as set out in the Fees & Limits Schedule.

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

13. Termination or Suspension of Your Account

13.1. We may terminate your use of the Payment Services with prior notice of at least 2 months.

13.2. Your use of the Payment Services will be terminated following the Expiry Date in accordance with clause 12.2

13.3. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services at any time, without prior notice:

   i. in the event of any fault or failure in the data information processing system;
   ii. if we reasonably believe that you have used or are likely to use the Payment Services, or allow them to be used, in breach of this Agreement or to commit an offence;
   iii. if any Available Balance may be at risk of fraud or misuse;
   iv. if we suspect that you have provided false or misleading information;
   v. By order or recommendation of the police or any relevant governmental or regulatory authority.

13.4. If any Transactions are found to have been made or charges or fees incurred using your Card after any action has been taken by us under clause 13.1, the Customer must immediately repay such amounts to us.

14. Loss or Theft of your Card

14.1. You are responsible for protecting your funds as if they were cash.

14.2. You should treat your funds like cash in your wallet and look after it accordingly. If you lose your card or it is stolen you may not be able to recover the funds on your account in just the same way as you would usually not be able to recover cash which you lose or which is stolen from you.

14.3. If your Card is lost or stolen or if you think someone is using the Payment Services without your permission or if your Card is damaged or malfunctions:

   i. you must contact us as soon as possible and you must provide us with your Account or Card number and either your Username and Password or some other identifying details acceptable to us so that we can be sure we are speaking to you; and
   ii. Provided we have obtained the Customer's consent to close the Account, we will then provide the Cardholder with a replacement Card with a corresponding new Account loaded with an amount equivalent to your last Available Balance.

14.4. You will be liable up to a maximum of the first 50€ (fifty euros) of losses arising from any unauthorised Transactions that take place prior to your notifying us of the loss or theft. If our investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Prepaid Card or PIN secure), we may reverse any refund made and you may be liable for any loss we suffer because of the use of the Prepaid Card. We may also charge you the Investigation Fee specified in the Fee Schedule. You will not be held liable for any losses once you have notified us of loss or theft unless we reasonably determine that you have acted in accordance with clause 16.1.ii.f.2 - in which case you shall be liable for all losses.

14.5. Once we have been notified of any loss or theft, we will suspend the Payment Services as soon as we are able, to limit any further losses. We can only take steps to prevent unauthorised use of the Payment Services if you can provide us with the Account or Card number and Username and Password or if you can produce sufficient details to identify yourself and the relevant Account.

14.6. Replacement Cards will be posted to the most recent Account address registered by the Cardholder. Failure to provide the correct address will result in a Card Replacement Fee.

14.7. If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately destroy the found Card by cutting it in half through the magnetic stripe.

14.8. You agree to help us, our agents, regulatory authorities and the police if your Card is lost, stolen or if we suspect that the Payment Services are being misused.

15. Fees & Foreign Exchange

15.1. The Payment Services will incur fees and charges as set out in the Fees & Limits Schedule for which you shall be responsible. These vary depending on the products you use and from time to time in accordance with that Schedule.

15.2. We will deduct any value added tax, and other taxes, charges and fees due by you to us from the Available Balance. If there is no Available Balance, or value added tax and other taxes, charges and fees incurred exceed the Available Balance, you must pay us the excess immediately.

15.3. If you use the Payment Services in a currency other than the currency in which the Payment Services are denominated, the amount deducted from your Available Balance will be the amount of the Transaction converted to your Account currency using a rate set by the System on the date the Transaction is processed which rate may be applied without notice. Please refer to the MasterCard website for more information. You may also be charged a Foreign Exchange Charge as set out in the Fees & Limits Schedule.

16. Our Liability

16.1. Subject to clauses ii and 14.4;

i. neither party shall be liable to the other for indirect or consequential loss or damage (including without limitation loss of business, profits or revenues), incurred in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

ii. we shall not be liable:

1. if you are unable to use the Payment Services as set out or for any reason stated in clauses 4 and 10;
2. for any fault or failure beyond our reasonable control relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing Schemes;
3. if a Merchant refuses to accept a Transaction or fails to cancel an authorisation or pre-authorisation;
4. for the goods or services that are purchased with your Card;
5. for any loss, fraud or theft that is reported more than 8 weeks following the event;
6. where you or an Additional Cardholder acted with:

16.1.ii.6.1. undue delay

16.1.ii.6.2. fraudulently; or

16.1.ii.6.3. With gross negligence. (including where losses arise due to your failure to keep us notified of your correct personal details)

16.2. To the fullest extent permitted by relevant law, and subject to clause 14.4, our total liability under or arising from this Agreement shall be limited as follows:

i. where your Card is faulty due to our default, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Balance;

ii. where sums are incorrectly deducted from your Available Balance due to our fault, our liability shall be limited to payment to you of an equivalent amount; and
iii. In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.

16.3. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.

16.4. No party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

17. Refunds for Transactions

17.1. A Transaction shall be considered to be unauthorised if you have not given your consent for the Transaction to be made. If you believe that a Transaction has been made without your consent you should contact us in accordance with clause 2.

17.2. A claim for a refund of an authorised Transaction must be made within 8 weeks from the date on which the funds were deducted from your Available Balance. Within 10 Business Days of receiving your claim for a refund we will either refund the full amount of the Transaction or provide you with justification for refusing the refund.

17.3. If you are not satisfied with the justification provided for refusing the refund or with the outcome of your claim for a refund, you may submit a complaint to us or contact the complaints authority as described in clause 18.

17.4. We may charge fees in connection with any of our services and facilities that you have made use of or requested based on our Schedule of Fees.

17.5. Where any request, transaction, disputed transaction, arbitration or reversed transaction involves third party costs you remain liable for these and they will be deducted from your account or otherwise charged to you.

17.6. We may charge you an Administration Fee in the following circumstances:
i. in the event that you make any payment to us that is subsequently reversed after 60 days due to inadequate account information or inadequate KYC documentation;
ii. in the event of a request for arbitration of a disputed Transaction;
iii. To cover our costs and expenses in providing you with manual support on your account (e.g. a request for legal, police, court or other judicial support).

17.7. We may charge you a Reverse Payment Charge where a receiving bank declines receipt of a payment following a request to transfer your funds

18. Payment Disputes

18.1. We aim to provide customers with easy access to our customer services team who receive record, investigate and respond to complaints.

18.2. We take complaints very seriously and value the opportunity they provide to assist us with reviewing the way we do business and helping us meet our customers' expectations. Our primary aim is to resolve any complaints that you may have as quickly and effectively as we can and consequently have documented the steps to be taken below.

18.3. In the first instance, your initial communication will be with our Customer Care Team. We expect our Customer Care Team to respond to your complaint within five working days.

18.4. If having received a response from our Customer Care Team you are unhappy with the outcome, please contact the Complaints Officer of Prepaid Financial Services Ltd, 4th Floor, 36 Carnaby Street, London, 4th Floor, 36 Carnaby Street, W1F 7DR directly in writing via email on complaints@prepaidfinancialservices.com.

18.5. If the Complaints Officer is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. It is anticipated that you will receive a formal response of their findings within four weeks.

18.6. If the Complaints Officer of Prepaid Financial Services Ltd is unable to resolve your complaint and you wish to escalate your complaint further, please contact the Financial Ombudsman Service at South Key Plaza, 183 Marsh Wall, London, E14 9SR. Details of the service offered by the Financial Ombudsman Service are available at www.financialombudsman.org.uk

18.7. You must provide us with all receipts and information that are relevant to your claim.

18.8. If our investigation shows that we have incorrectly deducted money from your Available Balance, we shall refund the amount to you. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Balance and may charge you an Investigation Fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

18.9. In relation to any dispute between the Cardholder and a Merchant, provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. We may charge you a Chargeback Processing fee as referenced in the Fees & Limits Schedule for any such assistance we may give you with any such dispute. If there is an un-resolvable dispute with a Merchant in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction and will have to resolve this directly with the relevant Merchant.

19. Personal Data

19.1. We are the data controller for your personal data and will process personal data given to us in connection with your Account in order to administer your Account and provide you with services relating to the Account and this Agreement. We may also use your personal data for marketing purposes and for market research purposes, in accordance with applicable legislation and our Privacy Policy.

19.2. We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. In accordance with our Privacy Policy and applicable legislation, we may provide personal data supplied by you to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union where different data protection standards may apply. We may also disclose your personal data as required by law or any competent authority.

19.3. By agreeing to these terms and conditions, you acknowledge and agree to our processing of your personal data in this way.

19.4. You have the right to receive certain information concerning the personal data we hold about you (for which you may be charged a fee), and to rectify such data where it is inaccurate or incomplete.

19.5. You have also seen our Privacy Policy document and acknowledge and agree to the provisions thereof.

19.6. If you have elected to opt in to receive email and SMS marketing, we may share your information with third parties so they can contact you directly by telephone or email about their products and services.

20. Changes to the Terms and Conditions

We may update or amend these terms and conditions (including our Prices, Commissions, Fees & Limits Schedule). Notice of any changes will be given on the website or by notification by e-mail or by means of mobile device at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2 month notice period after the expiry of the 2 month notice period you acknowledge that you indicate your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using the Payment Services immediately in accordance with our cancellation policy (see clause 10).

21. Miscellaneous

21.1. We may assign our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 2 month's written notice. This will not adversely affect your rights or obligations under this Agreement.

21.2. We do not intend that any of the terms of this Agreement will be enforceable by a person not a party to it, except that Schemes and their affiliates may enforce any right granted to it under this Agreement.

21.3. Any waiver or concession we may allow you will not affect our strict rights and your obligations under this Agreement.

21.4. The Customer and any Additional Cardholders agree that they will not use the Payment Services in an illegal manner and you agree to indemnify us against any claim or proceeding brought about by such illegal use of the Payment Services.

21.5. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

22. Funds Protection

Your funds are safeguarded by law. In the event that Prepaid Financial Services became insolvent your e-money funds are protected against claims made by any other creditors.

23. Regulation & Law

23.1. The Payment Services, Card and Account are payment products and not deposit, credit or banking products, as such they are not covered by the Financial Services Compensation Scheme.

23.2. To the fullest extent permitted by law and without affecting your legal rights as a consumer, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of Portugal and the Portuguese jurisdiction and the

courts of Lisbon shall have exclusive jurisdiction in relation to the same, except if the law requires otherwise.

23.3. Without prejudice to clause 23.2, in case of claims or disputes with value equal or under that of the courts of first instance owing to the interpretation, validity or performance of the contract, the customer may resort to the non-judicial dispute-settlement bodies PFS has adhered to.

23.4. Without prejudice to resorting to the competent judicial and non-judicial dispute-settlement means, the customer may make claims directly with the Bank of Portugal, as a regulating authority and according to the general terms of the applicable law in force.

24. Pricing table, fees and commissions

24.1 The pricing, fees and commissions applicable to the purchase of cards, use of the cards and others services charges can be consulted at www.unicambio.pt/pt/uni_precario.pdf , or at any point of sale of Unicâmbio network.

24.2 Without prejudice to the provisions of the preceding number, the table of pricing, fees and commission at the time of the card submission request, at any point of sale of the Unicâmbio network, is part of the application form, being supplied at the time to the costumer.