

CLICKANDBUY E-MONEY ACCOUNT TERMS OF USE



These Terms of Use form an agreement between you and ClickandBuy International Limited. Our primary business is the issuance of electronic money and the provision of financial and non-financial services closely related to the issuance of electronic money. This Agreement describes each party's rights and responsibilities when you use one of ClickandBuy's services.

1. YOUR RELATIONSHIP WITH US AND THESE TERMS OF USE

1.1 You: In order to use the ClickandBuy service (the "Service") you ("You" / "Your" or the "Customer") must be an individual, business or organisation (through its duly authorised agent) that can enter into a legally binding contract under the laws of England and Wales. You may not use the Service and may not accept the Terms of Use if You are under the age of 18 or are not authorised to enter into such a contract. If contrary to these requirements You continue to create a ClickandBuy account or use the Service, these Terms of Use will still apply.

1.2 Us: The ClickandBuy website (the "Website"), and the Service, is operated by ClickandBuy International Ltd ("Us" / "We" / "Our"), a company registered in England with company number 5661160 and with registered and head office at Lincoln House, 137-143 Hammersmith Road, London, W14 0QL, United Kingdom which offers an electronic money service in accordance with the applicable legislation of the United Kingdom, Great Britain and Northern Ireland. The Website address is www.clickandbuy.com.

1.3 Contract: When You create a ClickandBuy account (an "Account") You must accept these Terms of Use, which form a legally binding contract between You and Us governing Your Account and Your use of the Service (the "Contract"). You may not use the Service if You do not accept the Terms of Use.

1.4 Acceptance: You can accept the Terms of Use by: (a) clicking to accept the Terms of Use; or (b) for existing users actually using the Service, You understand and agree that We will treat Your use of the Service as acceptance of the Terms of Use from that point onwards for each use of the Service.

1.5 The Terms of Use will be provided to You by supplying You with a link to the Website where the Terms of Use can be viewed. At any time during the term of the Contract You may also request Us to provide You with a copy of the Terms of Use by contacting Our Customer Care Team. An email will be sent to You which contains a copy of the full Terms of Use.

1.6 Start Date: These Terms of Use begin on the day when We accept Your registration for the Service, after You have completed the Registration Process. We will notify You of Our acceptance of Your registration by email.

2. CHANGES TO THE TERMS OF USE

2.1 Agreement changes: These Terms of Use may be amended by Us from time to time by posting the amended Terms of Use on the Website. You will be given at least two months' notice of such changes by sending You an email containing a link to the new Terms of Use and the proposed date of entry into force. You should make sure You review the current Terms of Use each time You use the Website and each time prior to initiating any transaction.

2.2 You understand and agree that You will be deemed to have accepted the changes to the Contract unless You notify Us to the contrary before they come into force. You have the right to terminate the Contract immediately and without charge before the proposed date of their entry into force.

3. COMMUNICATIONS AND NOTICES

3.1 Contacting Us: Should You wish to contact Us for any reason, We recommend directing Your query to Our Customer Care ("Customer Care") department by using the contact details published on the Website at www.clickandbuy.com. Contact details for customer support will vary depending upon a customer's location.

3.2 Language: These Terms of Use and all information are originally provided to You in English. If a document is translated into another language You agree that this is done for Your own benefit and if there are any discrepancies between the translated version and the English language version the text of the English language version shall prevail.

3.3 Methods of communication: Statements, notices and other communications to You may be sent to the mail or email address provided by You or by postings on the Website or other reasonable means. Any notices by either party under these Terms of Use by email shall be deemed given on the day the email is sent, unless the sending party receives an electronic indication that the email was not delivered; and if by post, shall be deemed given three business days after the date of posting.

3.4 Saving electronic information: You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy, and information that is provided to You in an electronic format is provided under the assumption that You will be able to print or save such information.

3.5 Our Address: Any notices sent by You to Us should be sent by registered post to: ClickandBuy International Ltd, Lincoln House, 137-143 Hammersmith Road, London, W14 0QL, United Kingdom.

4. Description of the Service

4.1 General: The Service allows You to use Your Account to make purchases of Internet

content and services ("Products") from retailers ("Merchants") online. The Service also allows You to deposit funds with Us in the form of electronic money ("e-money") for use online at a later date.

4.2 Electronic Money: The Service is an electronic money service that provides You with an online account that stores monetary value. Funds held in Your Account are electronic money in accordance with the Electronic Money Regulations 2011. We are not a bank and We do not act as a trustee, fiduciary or escrow holder in respect of balances in Your Account, or as Your agent or the agent of any Merchant.

4.3 Regulation: We are authorised by the Financial Services Authority ("FSA") of the United Kingdom under the Electronic Money Regulations 2011 for the issuing of electronic money. We are listed on the FSA's register and our registration number with the FSA can be found on the 'Imprint' page of the Website at www.clickandbuy.com.

4.4 Non-UK regulation: Where You use Your Account or the Service in a jurisdiction outside the United Kingdom, in some respects the regulatory system applying will be different from that of the United Kingdom and this may be to Your disadvantage. You may not be entitled to benefit from the same protections or complaints arrangements under a non-UK system of regulation.

4.5 Withdrawal of balance: The balance of Your Account can be withdrawn at any time by You, subject to Our withdrawal requirements in section 11 below and as set out in the fee table, and shall be disposed of only in accordance with Your instructions.

4.6 Our Fees and Charges: We will charge You the fees set out in the fee table in connection with transactions made in relation to Your Account (including funding, purchasing, currency exchange and withdrawal transactions). We will also charge You certain Account administration fees set out in the fee table, including in relation to on-going management of inactive accounts, failed payments and debt collection. All fees will be charged in the currency of Your Account and You agree that We may debit by way of set-off from Your Account any fees, charges or other amounts owing to Us and payable by You in connection with the Service.

4.7 Changes to fees: We may change the fee table from time to time by updating it on the Website. We will notify You of any such change in line with section 2 of these Terms of Use.

4.8 No expiry date: The monetary value stored in Your Account has no expiration date, although from a point 6 years after Your Account is closed and these Terms of Use are terminated, We are not required to redeem monetary value in Your Account to You.

4.9 Authentication: We may seek to authenticate the details of any payment method provided by You by making a credit to or a reservation of a small amount of money from the particular payment method. You may incur charges from the provider of the respective payment method in these circumstances, but We will not be liable for any such charges.

4.10 No interest: The Electronic Money Regulations 2011 prohibit Us from paying You interest. Accordingly Your Account balance will not earn interest.

4.11 Maximum Execution Time: The time for a payment transaction to be executed is the next three business days after the date of the transaction. From and including 1 January 2012, the time for a payment transaction to be executed is one business day after the date of the transaction, where a "Business Day" is Monday to Friday, 09:00 – 17:00 (UK local time), excluding public holidays in the United Kingdom.

4.12 Accessing the Service: Subject to the disclaimer in section 14.3, it is possible to execute payment transactions or access the Service at any time of day. However, withdrawal requests will usually be processed during a Business Day. Withdrawal requests received after 17:00 will be treated as taking place on the following Business Day.

5. MANAGING YOUR ACCOUNT

5.1 Accuracy of Information: You may open an Account by completing the online application process. In doing so You must provide accurate and up to date information and must not provide any false, inaccurate, incomplete or misleading information or any data that You are not legally authorised to use. You must notify Us of any changes to the details You provided in Your application form by contacting Us through the Website. We may ask for further information about You at any time and Your failure or refusal to provide such information may result in a limitation on usage of the Service or suspension of Your Account. Any limitation or suspension of the provision of the Service will be notified to You, unless prohibited by law.

5.2 Limited Access Account: We may make an Account and the Service available to You on the basis of limited information about You and without registering You for online access to an Account, subject to the following restrictions:

(a) There will be no log-in feature to Your Account such that You will not be able to access on the Website Your transaction history or the normal online functionality of Our Accounts;

(b) You may only use Your Account to make single payment transactions (and not to make Recurring Payment Transactions, as defined in section 9.2) which together will be subject to the overall transaction limits in accordance with section 5.3;

(c) The range of payment facilities You have to upload electronic money to Your Account may be more limited than with an Account that is fully enabled;

(d) On instructing a payment to a Merchant, You will be required to make available funds to the value of the balance required to effect the payment from the authenticated payment method that You notify to Us. Where possible any funds returned to Your Account by a Merchant for any reason will be automatically redeemed to Your payment method

used for the original transaction.

5.3 Spending and Redemption Limits: The following limits apply to Your use of Your Account:

- (a) The total amount that can be transacted on Your Account in a calendar year is EUR 2,500 (EUR 1,000 for Limited Access Accounts); and
- (b) Your Account is subject to a EUR 1,000 limit on the total amount that can be redeemed from Your Account in the same calendar year.

5.4 These limits are applied to allow us to make Your Account and the Service available to You using a simplified due diligence process as permitted by the Money Laundering Regulations 2007. We will notify You when You reach these limits. You will not be able to effect transactions or make redemptions in excess of these limits without taking the additional steps We require of You to help Us verify Your identity. Accordingly We reserve the right to hold the funds in Your Account until necessary security checks have been undertaken.

5.5 We may apply other spending limits to Your Account from time to time at Our reasonable discretion. Should You wish to apply for an increase in spending limit, please contact Our Customer Care team using the contact details for Your country of residence as supplied on the Website.

5.6 **One Account only:** You may only open one Account and We may close Accounts of any Customer who We believe has opened multiple Accounts.

5.7 **Use of Your Account:** By opening an Account, subject to payment of any applicable fees or charges, You will be able to purchase electronic money to be credited to Your Account, to make payments to and receive money from Merchants, and withdraw money from Your Account as explained on the Website and in these Terms of Use.

5.8 **Use by You only:** Only You may use the Account and the Service and any use of Your details by anyone else will be considered to be used by You, and You will be responsible for it.

5.9 **Prohibited uses:** Neither You nor anyone else authorised by You may use the Account or the Service:

- fraudulently or in connection with any criminal offence or unlawful purpose of any nature including but not limited to money laundering;
- in any unlawful manner, or in contravention of any applicable legislation, licence or third party rights;
- to re-sell or attempt to re-sell the Service or any part of it to any third party or attempt to exploit the Service for any commercial purposes;
- in a way that does not comply with these Terms of Use or with any reasonable instructions that We give to You;
- for tampering, 'hacking', modifying or otherwise corrupting the security or functionality of the Service or of the Website or any other website;
- for lottery, betting or gambling services that do not have all necessary licences and authorisations to operate in the jurisdictions that are relevant to You; or
- in a way that does not comply with Our Acceptance Policy as published on the Website at www.clickandbuy.com.

5.10 **Detection and suspension:** We may, at Our reasonable discretion, apply procedures to detect and prevent any breach of these Terms of Use. Also, We may suspend or restrict Your use of the Service and/or Your Account, or refuse a transaction, at Our sole reasonable discretion immediately if:

- You use the Service or Your Account in any way which is in breach of these Terms of Use, or otherwise breach these Terms of Use, or We reasonably believe that either is taking place, whether with or without Your knowledge or authority;
- We are unable to settle a shortfall in Your Account balance under the process in section 10 below;
- You suffer any kind of bankruptcy, insolvency, liquidation or similar event including any arrangement with creditors or the appointment of a receiver; or
- We are required to do so by any regulatory or governmental agency or other authority.

If We suspend or restrict the Service in accordance with this section We will, to the extent permitted under applicable law, notify You promptly.

5.11 **Notification to authorities:** We may notify the police or other authorities of any unlawful use of the Service by You or using Your details.

6. YOUR DETAILS AND ACCOUNT SECURITY

6.1 **Privacy:** We will handle Your personal details, including Your Account usage, in accordance with Our [Privacy Policy](#).

6.2 **Your details:** You should never share Your user name, password or other Account details with anyone else. You are solely responsible for the security of Your user name, password and other details and therefore agree to take all reasonable steps to keep this information safe and not intentionally show it to others. We will ensure that Your security information will remain confidential and only accessible to You except where You disclose Your security information.

6.3 **Leakage:** You must let Us know without undue delay in accordance with section 3 if You believe that Your password or user name has become known to any other person or is being or is likely to be used in an unauthorised way. We will then stop the further use of Your Account. Also, if We have reason to believe that there is, is likely to be, or has been, a breach of security or misuse of the Service as described above, We may require a change of Your password and/or user name and possibly suspend user names and password access to the Service.

6.4 We will inform You of any intention to stop the use of Your Account, specifying the reasons for doing so, unless such provision of information would compromise reasonable security measures or is otherwise unlawful. Where it is not possible to notify You beforehand, We will do so immediately after stopping the use of Your Account. We will provide You with notice of Our intentions depending upon the information which You have previously supplied. Generally, this will be by email, a telephone call from Our Customer support team, or via a message on the Website once You have logged into the Service.

6.5 We will allow the use of Your Account, or replace it with a new one, as soon as practicable after the reason for stopping its use ceases to exist.

6.6 We may refuse to execute any Payment Order by You where We suspect that the Terms of Use have been violated, or where We are otherwise required to do so by law.

6.7 **No phishing:** We will only ever request Your account password details via Our secure account login pages on the Website at www.clickandbuy.com. We will never ask for these details via email, telephone or otherwise.

6.8 **Subject Access Requests:** Under the UK Data Protection Act, You have the right to ask Us to see the personal information that We hold about You (this is known as a 'subject access request') by writing to Us. We may charge You a Subject Access Request Fee (as set out in the fee table) for each subject access request that You make. We will generally respond to a subject access request within 40 calendar days of receiving: (a) the Subject Access Request Fee; (b) information that We need in order to identify You; and (c) the information You need.

7. UNAUTHORISED OR INCORRECTLY PROCESSED TRANSACTIONS

7.1 In the event of an unauthorised, non-executed or incorrectly executed payment transaction You must let Us know without undue delay in accordance with section 3. You are only entitled to redress under section 7.2 if You notify Us without undue delay, and in any case no later than 13 months after the debit date. This time limit does not apply if We have not provided or made available certain required information about the transaction to You. Contact details specific to Your country of residence can be found on the Website at www.clickandbuy.com.

7.2 Where You are entitled to redress, We will refund the amount of any unauthorised, non-executed or defective payment transaction and, where applicable, restore Your Account to the state it would have been in had the unauthorised payment transaction not taken place. In practice this means that e-money to the value of the payment transaction will be credited to Your Account.

7.3 In any case We will, on Your request, make immediate efforts to trace the payment transaction and notify You of the outcome.

7.4 If You have acted fraudulently, or intentionally or through gross negligence breached these Terms of Use, You will be liable for all losses incurred in respect of any unauthorised transactions.

8. UPLOADING FUNDS AND TRANSFERS TO YOUR ACCOUNT

8.1 **Payment options:** In order to upload electronic money to Your Account, You may select one or more payment options available depending on Your country of residence, and You must also complete the information requested, including passing all identity and security validation and verification checks. You authorise Us to obtain or receive funds on Your behalf from Your chosen payment source, plus applicable fees as specified in Our fee table. On receipt of Your funds and subject to Our ability to deduct a fee, we will issue an equivalent monetary value to Your Account without delay in the currency in which Your Account is denominated.

8.2 **Minimum funding:** We may require that You fund a minimum amount on each occasion as set out in the Frequently Asked Questions section of the Website from time to time.

8.3 **Sources of funding:** If We receive a fund transfer with insufficient information to locate the beneficiary ClickandBuy Account, We will return this to the sender provided that We have sufficient details to do so. A Correction Fee (see fee table) may be deducted from the original deposit amount.

8.4 **Funding Fee:** Upon funding electronic money to Your Account, We may charge an Account Funding Fee as set out in the fee table. Where possible, these fees will be notified to You prior to completion of the transaction.

8.5 **Unregistered Payees:** If a person receives notice that a payment has been sent through Us but he/she has not registered for the Service, We will NOT issue any electronic money to him/her and will NOT in any way become his/her agent and the recipient of said notice will have no claim to those funds unless and until he/she registers for the Service and indicates his/her acceptance of the payment and these Terms of Use.

9. CONSENT FOR PAYMENT TRANSACTIONS

9.1 You must give consent to the execution of a payment transaction for it to be authorised. You agree that by pressing the Confirm button at the time of a transaction You are confirming that You are providing consent for the payment transaction to be processed and for the relevant fees to be charged. Subject to section 9.2, You also agree that once consent has been provided by You the authorised payment transaction can no longer be revoked. To this extent the time of receipt of the payment order is the time when the Confirm button has been pressed.

9.2 You may choose to give consent for a series of recurring payment transactions ("Recurring Payment Transactions") by clicking the Authorise button when such an offer is presented to You by a Merchant. Consent for each of the payment transactions in the series is assumed to have been given until such time as You click to revoke such consent from within Your Account area. You can revoke a Recurring Payment Transaction up until the end of the Business Day preceding the agreed day for payment. At the time You revoke Your permission for Recurring Payment Transactions, Your consent for future payment transactions will have been withdrawn and no future Recurring Payment Transactions in the series will be permitted. Where You revoke consent to a Recurring Payment Transaction this will not alter, terminate or waive any obligations You have to the Merchant and You will still be responsible for meeting whatever obligations You have agreed with the Merchant.

10. PAYMENTS FROM YOUR ACCOUNT

10.1 **Collection of Merchant payments:** We are responsible for collecting from Your Account all sums due for Products purchased from Merchants by You using the Service.

10.2 **Products:** We are not responsible in any way for the Products or for any site from which they are purchased, or any other site You use, and Your use of the Internet is at Your own risk and is subject to any applicable laws. The Merchants are solely responsible for all infor-

mation in relation to the Products and for the Products and their supply to You. Charges for all purchases made by You are collected from Your Account once You complete the purchase.

10.3 Insufficient funds: If You make a purchase of Product(s) but do not have sufficient electronic money in Your Account You authorise Us to obtain on Your behalf funds to the value of the balance required to effect the payment plus any applicable fee set out in the fee table from the authenticated payment method that You notified to Us during Account creation (as updated by You from time to time or as notified under section 5.2(d)). Alternatively You may select the source of funding at the time of making the purchase. We will make the necessary payment instructions on Your behalf. We reserve the right to limit Your choice of funding sources for any individual payment at Our discretion. In no circumstances shall We have any duty to provide You with any overdraft, credit or equivalent.

10.4 Payment failure: We can apply a Failed Payment Fee where a payment that We have requested from Your selected payment method has failed for any reason, such as a direct debit failure, insufficient funds in Your selected account or due to Your payment service provider failing the payment request for some other reason. We can also apply a second Failed Payment Fee where We make a second attempt to collect any outstanding balance on Your Account, as described in section 10.5, and that attempt fails for any reason. We will not be entitled to charge a Failed Payment Fee where a failure is due to Our fault.

10.5 Outstanding payment reminders: Where You have insufficient monetary value in Your Account to satisfy a payment due and We have been unable to obtain the value of the required balance in accordance with section 10.3:

- (a) We will send You an outstanding payment reminder by email or post immediately after the payment failure;
- (b) If You continue to have insufficient funds in Your Account one week after deemed receipt of the first notice, We may send You a second reminder. If You continue to have insufficient funds in Your Account one week after deemed receipt of the second notice, depending on the country in which Your Account is opened, We may terminate Your Account;
- (c) Where we have notified You that we will do so in an outstanding payment reminder, We may within two weeks after sending You the reminder, make a second attempt to collect the outstanding balance from Your source of funding as identified under section 10.3. We have the right to apply a second Failed Payment Fee where such a second attempt fails for any reason (other than due to Our fault);
- (d) We may charge You an Outstanding Payment Reminder Fee as set out in the fee table in respect of the outstanding payment reminders that We have sent You.

10.6 Currency: If You make a purchase or receive a credit from a Merchant in a currency other than the currency in which Your Account is denominated, We will specify the amount to be collected from Your Account, based on the currency exchange rate at the time of the purchase available from a reputable currency exchange rate service provider used by Us. We will charge a Currency Exchange Fee where we are required to exchange currency for You. The total amount to be collected from Your Account, the exchange rate, any applicable fee set out in the fee table (such as a Currency Exchange Fee), and the breakdown of such fees, will be displayed at the time of purchase.

10.7 Debt collection: Where We are unable to obtain sufficient funds from You to satisfy any payment due, We may transfer responsibility for collecting the outstanding debt to a debt collection agency. In this case the External Collection Agency Fee will be chargeable (see the fee table) and interest on late payments will be accrued in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and We will be entitled to suspend further services.

11. WITHDRAWAL OF FUNDS FROM YOUR ACCOUNT

11.1 Your right to withdraw funds: You can request withdrawal of all or part of monetary value from Your Account at any time by logging into Your Account and following instructions in the "Withdrawal" section. Amounts will be redeemed at par and in the currency in which Your Account is denominated. Once Your Account has been closed and these Terms of Use terminated under section 13, if You request a withdrawal We will only allow the redemption of the total (and not partial) value in Your Account. Withdrawn funds will be paid to You by electronic transfer to an account nominated by You at a bank or other financial undertaking, subject to verification checks carried out in accordance with section 12.4. It will be Your responsibility to ensure that We are provided with the correct information.

11.2 We will complete Your transfer request as soon as We have successfully completed the checks referred to in section 12.4. We will endeavour to ensure that the funds reach this account within five business days from the point We initiate these transfer instructions. We will not however be in breach of this provision if the failure of the funds to reach the account in time is caused by an error outside Our control on the part of any third party involved in the funds transfer.

11.3 Withdrawal Handling Fee prior to termination: We will charge You a Withdrawal Handling Fee (as set out in the fee table) where You withdraw monetary value from Your Account prior to the closure of Your Account under Section 13.

11.4 We will deduct any applicable fee under section 11.3 from Your Account as set out in the fee table. Where a Withdrawal Handling Fee applies, You will be presented with the total fees for the withdrawal after You have logged Your withdrawal request and before completion of the withdrawal, allowing You the opportunity to cancel Your request. We reserve the right to charge You a Correction Fee according to the fee table if wrong or incorrect payment details are provided or if a withdrawal fails or is impeded due to any other reason other than due to Our fault (e.g. returned or cancelled cheque, payment returned by recipient's bank).

11.5 Dormant Account Maintenance Fee after 12 months of inactivity: We reserve the right to charge You a Dormant Account Maintenance Fee as detailed in the fee table when Your Account is not actively being used for payment transactions (i.e. the Account is "Dormant"). We will apply the Dormant Account Maintenance Fee:

- (a) where Your Account is open and has monetary value on it, but has been Dormant for 12 months; and
- (b) where Your Account has been terminated and closed and is therefore Dormant, but still has monetary value on it 12 months after the closure of the Account.

11.6 The Dormant Account Maintenance Fee will include an amount in respect of Our costs of maintaining records for, administering and keeping safe Your monetary value and will be deducted from Your Account on a monthly basis until the monetary value is redeemed by You. Application of this fee will result in the reduction of Your monetary value, even to a nil balance. To avoid the Dormant Account Maintenance Fee it is important You request a withdrawal of any remaining monetary value before Your Account has been Dormant for 12 months or more (whether pre- or post- Account termination).

11.7 No Withdrawal Handling Fee for withdrawal on termination or 12 months afterwards: If You withdraw Your monetary value at the point Your Account is closed or within the next 12 months, You will not have to pay a Withdrawal Handling Fee for withdrawal or a Dormant Account Maintenance Fee.

11.8 No withdrawal rights after 6 years: We are not required to redeem to You monetary value in Your Account where You request a withdrawal more than (6) six years from the date on which Your Account was closed and terminated under section 13.

12. OTHER

12.1 Responsibility for instructions: You are solely responsible for the instructions given to Us and for this reason We may not be able to detect errors in Your payment instructions. We are responsible for processing a payment order only in accordance with the information provided by You.

12.2 Payments not reversible: You should note that all payments made are final and not reversible once consent for execution of the transaction has been provided by You. We cannot arrange for funds to be given back to You where You believe the payment was made in error unless such error was caused by Us.

12.3 Disputes with third parties: Where You dispute a transaction with another party, We will not enter into the dispute in any way other than to confirm that the payment was made in accordance with Your instructions. We do not act as agent for either the Merchant or You and do not have responsibility for resolving any disputes between the Merchant and You.

12.4 Checks: Before making any payment from or to Your Account We may carry out various checks in connection with avoiding money laundering and/or fraud or to check whether the holder of the electronic money is the person who is entitled to redeem it as required by any applicable law.

12.5 FSCS not applicable: The Financial Services Compensation Scheme (FSCS) does not apply to the Service or the funds stored on Your Account and Your Account balance is not insured by any other government agency.

12.6 Intellectual Property: All intellectual property rights in this Website and in the Service and in Our brands belong to Us and Our licensors. You have no licence to use any of these without Our prior consent.

13. TERMINATION

13.1 These Terms of Use are concluded for an indefinite period. The Terms of Use will continue to apply until terminated by either You or Us as set out below.

13.2 By You: You may close Your Account and thereby terminate the Terms of Use (and Your right to use the Service) at any time by giving Our Customer Care team notice by using the contact form provided on the Website. In particular, You are entitled to cancel these Terms of Use and so close Your Account at any time within 14 days from the day on which these Terms of Use commenced by sending notice of Your intention to do so to the above mentioned department.

13.3 By Us: We reserve the right to close Your Account and terminate the Contract at any time:

- (a) by providing You with two months' notice unless the provision of notice is legally prohibited or would compromise reasonable security measures and payment of any unrestricted funds held in custody, where:
 - (i) We are no longer providing the Service to users in the country in which You are resident or from which You use the Service; or
 - (ii) the provision of the Service to You by Us is no longer commercially viable;
- (b) immediately by giving notice:
 - (i) should You breach these Terms of Use (or have acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Terms of Use, which shall include being unable to provide funds for payments due) including committing any contravention of any applicable law; or
 - (ii) where We are required to do so by law (for example, where the provision of the Service to You is, or becomes, unlawful).

13.4 Redemption of funds: Redemption of all stored funds on termination shall be made in accordance with section 11. Redemption will be made to the bank account details provided to Us by You, subject to verification checks carried out in accordance with section 12.4. If that information is not correct and We are unable to complete the transfer, the stored balance held in Your Account will be forfeited after a period of 6 years from the date Your Account is closed.

13.5 Survival of terms: Sections 4.6, 4.8, 4.10, 5.9 – 5.11, 6.1, 10.4, 10.7, 11, 12.3 – 12.5, this section 13, and sections 14, 15 and 16 shall survive any termination of Your right to use the Service and the Terms of Use.

14. WARRANTIES, LIABILITIES AND DISCLAIMERS

14.1 Your warranty: You warrant and represent to Us that the opening of and use of Your Account by You does not contravene any law of any jurisdiction, and that You will not use the Service unlawfully or in connection with any unlawful activity, or in any way that breaches these Terms of Use.

14.2 Transaction times: We shall make reasonable efforts to ensure that all transactions are processed in a timely manner. However, the processing of transactions is dependent on a number of factors outside of Our control and as such We are not able to make any other warranties, representations or terms regarding the amount of time transactions will take. Provided We have used reasonable efforts to process promptly We will not be liable for any loss You or anyone else suffers as a result of transaction processing times.

14.3 Availability: Whilst We strive for continuous availability, We cannot and do not warrant or represent that the Website, the Service or Your Account will be continuously available and error-free. We may conduct reasonable maintenance (leading to downtime) as required.

14.4 Products and taxes: We are not responsible in any way for the Products or for any site from which they are purchased, or for any charges, taxes or other duties relating to the transactions. The Merchants are solely responsible for all information in relation to the Product, for the Products themselves and their supply and sale to You.

14.5 Your Liability: You may be liable to Us for losses, expenses or damages We incur as a result of Your breach of these Terms of Use. In particular You will be liable for and shall indemnify Us against any losses, expenses or damages We suffer as a result of:

- (a) any use of the Service or Your Account (including any withdrawal up to a maximum of 50 GBP for transactions that do not arise from distance contracts) by any person using Your details, other than arising after You have notified Us that You believe that Your password or user name has become known to another person or is being or is likely to be used in an unauthorised way;
- (b) any misuse of the Service, Your Account or the Website;
- (c) any fraud in relation to the stored balance in Your Account by Yourself or a third party; and
- (d) any claim made against Us by a Merchant in circumstances where You have insufficient funds or otherwise have failed to make a payment to that Merchant,

other than such circumstances that have been directly caused by Our negligence, wilful default or fraud.

14.6 Our Liability: We will provide the Service with reasonable care and skill and in accordance with these Terms of Use, but subject to section 14.7 below We exclude all warranties, representations, conditions and terms that are not expressly set out in these Terms of Use. In addition, You agree that We will not be liable to You or any other person for any of the following losses:

- (a) loss of profits, revenue, opportunity, bargain or sales;
- (b) losses caused by incorrect payments resulting from Your instructions;
- (c) losses caused by payments made by a third party who passes all reasonable identity and verification checks;
- (d) losses caused by a recipient's decision not to accept a payment made through the Service;
- (e) losses caused by delays, losses, errors, or omissions in any telecommunications or other data transmission system, or any other system outside of Our control;
- (f) losses arising out of the acts or omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment or anything that is outside of Our control;
- (g) losses arising from the Website, the Service or Your Account not being continuously available or arising from Our reasonable maintenance (which may lead to downtime) of the Website or Service; or
- (h) indirect, consequential and special damages.

Also, We do not monitor the type of Products purchased or whether Products can be legally purchased by the users of the Service. As such We are not liable for any unlawful Products including any sales of age-regulated products to minors.

14.7 Liability not excluded: We do not exclude Our liability for death or personal injury caused by negligence, for fraudulent misrepresentation or for anything else that cannot be excluded under applicable law including to the extent that any exclusion or limitation is not permitted under the rules of the Financial Services Authority.

14.8 Cap on liability: Subject to sections 14.1 through 14.6 above Our liability in contract, tort or otherwise is capped at the greater of (a) the amount of fees You paid to Us under section 4.6 in the 12 months prior to the liability arising; or (b) the value of the transaction or the stored balance giving rise to the dispute or (c) 250 GBP.

14.9 Indemnity: You hereby indemnify Us and Our group companies for any loss suffered (including by way of contract, tort or otherwise and including legal fees) and arising directly or indirectly against any claim brought against Us or any group company by a third party resulting from Your misuse of the Service, the site or Your Account or any breach by You of these Terms of Use.

14.10 Separate provisions: Each provision of this section 14 operates separately in itself and survives independently of the others.

15. GOVERNING LAW AND LEGAL DISPUTES

15.1 Complaints: In the event of any dispute or problem with the Service please always contact Our Customer Care team in the first instance. In the event that Your query is not satisfactorily resolved, You may lodge a complaint with Us by following the instructions on the Website, or write to Us at the address specified in section 3. Information regarding Our complaint handling procedures is also available upon request.

15.2 Ombudsman: The Financial Ombudsman Service is an independent body that helps settle complaints between customers and firms regulated by the FSA. If We are unable to resolve Your complaint satisfactorily You may qualify to escalate your complaint to the Financial Ombudsman Service by post, addressing Your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, by telephone on 0845 080 1800 or by email at enquires@financial-ombudsman.org.uk. The Financial Ombudsman Service's website is www.financial-ombudsman.org.uk. Further information regarding the Financial Ombudsman Service and whether you qualify for this service is available on the Website, or

can be requested by contacting Our Customer Care team.

15.3 Governing law: These Terms of Use (and therefore Your agreement with Us) shall be governed by and construed in accordance with the laws of England and Wales. Any claim arising out of or relating to these Terms of Use or the provision of the Services or Your Account that cannot be resolved by contacting the Customer Care team shall be settled through the Financial Ombudsman Service or the courts of England.

16. OTHER PROVISIONS

16.1 Law: We and You shall both comply with all applicable laws, contracts and applicable licences regarding the use and provision of the Service and Your Account.

16.2 Entire agreement: These Terms of Use constitute the entire agreement between You and Us with respect to the Service and Your Account and supersede and replace any and all prior agreements.

16.3 Waiver: Our failure to exercise or enforce any right under these Terms of Use shall not be deemed to be a waiver of any such right or prevent Us from exercising or enforcing any of these Terms of Use at any time.

16.4 Assignment: You may not transfer any of Your rights or obligations under these Terms of Use without Our prior written consent. We reserve the right to transfer Our rights and/or obligations under these Terms of Use by notifying You in writing.

16.5 Other parties: You and We are the only parties who may rely on or enforce these Terms of Use.

FEE TABLE



FEE TYPE	DESCRIPTION	FEE	Subject Access Request Fee	Where You make a 'subject access request' for Personal Data under the Data Protection Act, We will charge You this fee for dealing with this request.	UK users: 10 GBP per subject access request EU users: 10 EUR per subject access request US users: 10 USD per subject access request
Account Opening Fee	This fee is payable for opening an Account.	Free			
Payment Fee	This fee is payable for processing certain payment transactions to or from Your Account. Where you are pre-loading Your Account, the Account Funding Fee, not the Payment Fee, applies.	Direct debit: Free Giropay: Free Direct ebanking: Free Online Money Transfer: Free Credit card: Free			
Account Funding Fee	This fee is payable where You pre-load Your Account using a Credit Card for later use. No fee is currently applied for any other methods of funding.	Direct debit: Free Giropay: Free Direct ebanking: Free Online Money Transfer: Free Credit card: 3.9%			
Correction Fee	This fee is payable if: (a) We receive a fund transfer with insufficient information to allocate it to the correct beneficiary ClickandBuy Account; or (b) In connection with a withdrawal request We receive wrong or incorrect payment details or the withdrawal fails or is impeded due to any reason (other than due to Our fault).	EU users: 0.50 EUR UK users: 0.50 GBP US users: 0.50 USD			
Failed Payment Fee	This fee is payable where a payment that We have requested from Your selected payment method has failed for any reason (other than due to Our fault).	UK users: 25 GBP EU users: 15.00 EUR US users: Free			
Outstanding Payment Reminder Fee	This fee is payable where We send You an outstanding payment reminder.	UK users: 7.50 GBP EU users: 7.50 EUR US users: Free			
External Collection Agency Fee	This fee is payable to a third party debt collection agency We instruct to recover an outstanding payment owed by You. The agency will add the fee to the amount to be recovered from You.	UK users: 20 GBP EU users: We do not charge You an External Collection Agency Fee directly. The debt collection agency will apply its tariff of collection fees to You. US users: We do not charge You an External Collection Agency Fee directly. The debt collection agency will apply its tariff of collection fees to You.			
Currency Exchange Fee	Where We are required to exchange currency in order to process Your transactions, We will apply this fee to the amount of Your monetary value that is converted.	5.9%			
Withdrawal Handling Fee	This fee is applied each time You withdraw monetary value from Your Account up until the point it is terminated.	UK users: 1.85 GBP EU users: 1.85 EUR US users: 2.75 USD			
Dormant Account Maintenance Fee	This monthly fee is payable if: (a) Your Account is open but Dormant for 12 months and has monetary value in it; or (b) Your Account is closed and terminated but still has monetary value in it 12 months after the point of Account termination.	UK users: 1.00 GBP per month EU users: 1.00 EUR per month US users: 1.50 USD per month			

*** Fees in non GBP, EUR or USD currencies:** Where Your Account is in a currency other than GBP, EUR or USD, You will be charged fees in the currency of Your Account that are materially equivalent in value to the fees in EUR set out in this fee table. The fees in non GBP, EUR or USD currencies will be calculated by Us to this effect on an interim basis with reference to prevailing market exchange rates. The fees as calculated will be notified and recorded in the currency of Your Account.