

LA GAVIA PREPAID GIFT CARD

FOR A LARGER PRINT VERSION OF THIS DOCUMENT PLEASE
CALL THE NUMBER PRINTED ON THE BACK OF YOUR CARD OR
GO TO WWW.GETMYBALANCE.COM

IMPORTANT INFORMATION: Please read this Agreement carefully before using your Card. Your purchase and use of this Card constitutes your agreement to these terms and conditions.

1. Definitions & Interpretation

Account	The electronic money account associated with your Card.
Agreement	These terms and conditions relating to the use of your Card(s) as amended from time to time.
Available Balance	The value of unspent funds loaded onto your Account and available to use.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.
Card	The prepaid card issued to you to be used in accordance with this agreement.
Cardholder	The Purchaser of the Gift Card and all subsequent holders of the Gift Card.
Customer Services	The contact centre for dealing with queries about your Card and Account. You can contact Customer Services by: calling the number printed on the back of your Card (your network provider may charge a fee for calling this number); e-mailing support@whyser.com from the email address registered to your Online Account; or writing to Client Support, Whyser, Av. Estado da Índia, 29 – Ed. Goa – Escritório 311 – 2685-048 Sacavém – Lisboa - Portugal
Fee	Any fee payable by you as referenced in the Fees & Limits Schedule.
Fees & Limits Schedule	The schedule contained in this Agreement.
Merchant	A retailer or any other person that accepts e-money.
Online Account	The area on the Website that allows you to access your Account and carry out the functions specified in clause 6.
Personal Details/Personal Data	The registered personal identity details relating to the use of your Card and Online Account including (but not limited to) your: name, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data that we process are set out in our Privacy Policy.
Program Manager	EML Payments Europe Limited, Latham House, 6 th Floor, 33/34 Paradise Street, Birmingham, B1 2AJ, United Kingdom.
Scheme	Mastercard
Transaction	Using your Card to make a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card.
Username and Password	A set of personal details selected by you in order to access your Online Account – please see the Website for further guidance.
Website	http://www.getmybalance.com
we, us or our	Transact Payments Limited a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar GX11 1AA and company registration number 108217 and authorised by the Gibraltar Financial Services Commission as an electronic money institution or the Programme Manager as applicable.
you or your	You, the person who has entered into this Agreement with us and any subsequent Cardholder.

2. Your Agreement, Card and Account

- Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Agreement.
- Your Card is a prepaid e-money product; it is not a credit, charge or debit card or connected in any way to your bank account.

- Certain limits apply to the Card. A maximum value of €250 may be loaded onto the Card at the time of purchase and the minimum load value is €5. Additional amounts may not be loaded onto the Card at any time and interest will not be payable in respect of Card balances.
- You may use the Card, in accordance with any instructions issued by us from time to time, until your Available Balance reaches zero, at which point this Agreement will automatically terminate and your right to use the Card will cease.
- We may ask you to provide certain Personal Details, provide documentary evidence of these and/or carry out electronic checks on you.
- You will have only one Account where your Available Balance is located.
- The Card must be signed prior to use.

3. Personal Details

- If you enter into Transactions over the internet, some websites may require you to enter your Personal Details and in such instances you should supply the most recent Personal Details that you have provided us with through your Online Account.
- You must notify us of any change in your Personal Details as soon as possible via your Online Account. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud.
- We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering.

4. Using Your Card

- Your use of the Card is subject to the applicable Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance. For the avoidance of doubt, you are not able to use your Card at ATMs or to withdraw cash.
- You can use the Card at any Merchant who accepts prepaid cards through the applicable Scheme to make purchases in-store, via the internet or over the phone, unless we inform you otherwise.
- There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the transaction is completed. We will only block access to the exact amount of funds authorised by you. Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and toll booths]. We accept no liability if a Merchant refuses to accept payment using the Card.
- In the event that the available amount on your prepaid card is less than the purchase amount, some merchants may not allow you to combine multiple payment types (such as cash, cheque or another payment card) to complete the transaction.
- You must not use the Card must for:
 - pre-authorised regular payments; or
 - transactions at self-service petrol pumps
 - any illegal purposes

5. Authorising Transactions

- You will need to authorise each Transaction so that we can check it is genuine by, where applicable, signing a sales voucher or providing the Card details and/or providing any other details requested
- The time of receipt of a Transaction order is when we receive it. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- Once a Transaction has been authorised by you, it cannot be revoked. Within the EEA, we shall ensure the cash transfer to the Merchant's payment service provider within 1 Business Day following the day on which the Transaction order is received or within 4 Business Days if the Transaction is in a currency other than Sterling or Euro. This condition 5.3 only applies if a Merchant's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State.

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

6. Managing & Protecting Your Account and Card

- 6.1. You may be required to create a Username and Password to access your Online Account: we recommend that you check Your Online Account and Transaction history on a regular basis as it is updated on an instant basis.
- 6.2. You must not give your Card to any other person or allow any other person to use it. You are responsible for your Card, Online Account and any related security details and must take all reasonable measures to keep them safe and entirely confidential.
- 6.3. Failure to comply with this condition 6 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 10.
- 6.4. If you believe that someone else knows your Online Account, or Card security details, you must contact Customer Services immediately.

7. Cancellation

- 7.1. You may terminate your Card at any time by contacting Customer Services and exercising your redemption rights under clause 8.2. You will not be charged for cancelling your card but a redemption Fee may apply if you choose to redeem your Available Balance.
- 7.2. Once we have received all necessary information from you (including relevant due diligence information) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:
- 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
 - 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.
- 7.3. Once your Card and Account have been cancelled, it will be your responsibility to destroy your Card.

8. Expiry & Redemption

- 8.1. Your Card's expiry date is printed on the Card and you must not use it after this date.
- 8.2. Notwithstanding any expiry date, you can terminate this agreement at any time and the funds on your Card shall be available for redemption by contacting Customer Services at any time. When we process your redemption request, we may require you to provide us with information and/or documents in order to verify your Personal Details in accordance with legal requirements. We will charge a redemption Fee if you request redemption of all your Available Balance before the expiry date on your Card or more than 12 months after the expiry date on your Card.
- 8.3. We shall have the absolute right to set-off, transfer, or apply sums held in the Account 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.

9. Termination or Suspension of your Card and Account

- 9.1. We may terminate this agreement at any time:
- by giving you two months' advance notice (provided that you have provided us with an up-to-date email address);
 - with immediate effect if:
 - we discover any of the information that you provided to us when you applied for the Card was incorrect or false; or
 - you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement; or
 - we reasonably suspect that the security of the Card has been compromised or that you, or any third party have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or
 - we cannot process your transactions due to the actions of third parties; or
 - you have breached this Agreement.

- 9.2. We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:
- we discover any of the information that you provided to us when you applied for your Card was incorrect; or
 - you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of third parties.
- 9.3. In the event that we do suspend or terminate your Card then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

10. Loss or Theft of your Card

- 10.1. You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card. In the same way as if you lost your wallet unless you contact us as specified in this clause.
- 10.2. You must contact us without delay by calling Customer Services if you know or suspect that a Card is lost or stolen or that any Card related security details are known to an unauthorised person or you think a transaction has been incorrectly executed.
- 10.3. You shall be liable for up to a maximum of [€35] of losses due to unauthorised transactions made before you informed us about the theft or loss of the Card. If our investigations reveal that you authorised a disputed transaction or that you acted fraudulently or negligently (for example, by not keeping your Card), you may be liable for any loss we suffer due to use of the Card.
- 10.4. Once a loss or theft is reported, use of the Card shall be blocked to avoid further losses.
- 10.5. You agree to cooperate with our agents, any supervisory authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 10.6. We will refund the amount of any unauthorised or incorrectly executed Transaction immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.

11. Payment Disputes

- 11.1. If you dispute a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 11.2. If you have reason to believe that a Transaction for which your Card was used was unauthorised or allocated to your Account in error, you may ask us to investigate the Transaction. If we investigate the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

12. Foreign Exchange

- 12.1. If you use your Card in a currency other than the currency in which your Card is 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 Scheme on the date the Transaction is processed. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. You agree that any change to the exchange rate may be applied immediately and without notice to you. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule.
- 12.2. Please refer to the following Scheme website (as applicable) for more information on the applicable exchange rates:
<https://www.mastercard.com/global/currencyconversion/index.html>

13. Our Liability

- 13.1. We shall not be liable for any loss arising:
- from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services and failure of data processing systems;
 - from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - for goods or services that are purchased with the Card; and

- iv. for any damages due to loss, fraud or theft that you have reported to us after 13 months of the event.
- 13.2. We will not be liable to you if your contact details have changed and you have not told us.
- 13.3. Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 13.4. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 13.5. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 13.6. The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

14. Complaints

- 14.1. Should you wish to complain about any aspect of our service please contact our Customer Service team detailing the nature of your complaint. They will be pleased to help and explain the complaints procedure in more detail.
- 14.2. If having received a response from our Customer Services team you are unhappy with the outcome you can escalate your complaint to our Card issuer Transact Payments Limited at complaints@transactpaymentslimited.com.
- 14.3. In the unlikely event that we are unable to resolve your issue you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

15. Personal Data

- 15.1. TPL is the Data Controller of your Personal Data and will collect certain information about the purchaser and the users of the Card in order to operate the Card program if you register those details on the Website. We will manage and protect your personal data in accordance with all applicable data protection laws. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data where we request it, we will take steps to terminate this Agreement in accordance with clause 9.1 (ii)(b) above.
- 15.2. Unless you have permitted otherwise, your personal data will not be used for marketing purposes by us or our commercial partners, nor will it be shared with third parties unconnected with the Card Scheme.
- 15.3. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our Privacy Policy which is provided to you at the time we collect your personal data.

16. Changes to the Terms and Conditions

- 16.1. We may update or amend this Agreement (including our Fees & Limits Schedule). Notice of any changes will be given on the Website at least 2 months in advance.
- 16.2. If you do not agree with the changes to the Agreement, you may at any time within the notice period terminate your Agreement in accordance with our cancellation policy (see clause 7) and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection before the proposed date of the change.
- 16.3. If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical. We will update our Agreement to reflect the new regulatory requirements when they are next reprinted.

17. Miscellaneous

- 17.1. This Agreement is governed by Gibraltar law and you agree to the non-exclusive jurisdiction of the courts of Gibraltar.
- 17.2. Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

- 17.3. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. We will, however, safeguard funds so that they are protected in accordance with applicable law if we become insolvent.
- 17.4. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 17.5. You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

Fees and Limits Schedule

Fee Type	Fee
Redemption Fee	€9.95
Monthly account fee, (will commence 12 months after Card purchase date)	€2.50

Privacy Policy

This policy explains when and why we collect personal information about you, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

TPL is committed to safeguarding the privacy of your information. By "your data", "your personal data", and "your information" we mean any personal data about you which you or third parties provide to us.

We may change this Policy from time to time so please check this page regularly to ensure that you're happy with any changes.

Who are we?

Transact Payments Limited ("TPL", "we", "our" or "us") is the issuer of your card and is the Data Controller for the personal data which you provide to us in relation to the card. TPL is an e-money institution, authorised and regulated by the Gibraltar Financial Services Commission. Our registered office address is 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA and our registered company number is 108217.

How do we collect your personal data?

We collect information from you when you apply online or via a mobile application for a payments card which is issued by us. We also collect information when you use your card to make transactions. We also obtain information from third parties (such as employers, joint account holders, credit reference agencies and fraud prevention agencies) who may check your personal data against any information listed on an Electoral Register and/or other databases.

On what legal basis do we process your personal data?

Contract

Your provision of your personal data and our processing of that data is necessary for each of us to carry out our obligations under the contract (known as the Cardholder Agreement or Cardholder Terms & Conditions or similar) which we enter into when you sign up for our payment services. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into that contract, such as verifying your details or eligibility for the payment services. If you fail to provide the personal data which we request, we cannot enter into a contract to provide payment services to you or will take steps to terminate any contract which we have entered into with you.

Legal/Regulatory

We may also process your personal data to comply with our legal or regulatory obligations.

Legitimate Interests

On occasion we may have a legitimate interest or those of a third party to process your personal data.

What type of personal data is collected from you?

When you apply for a card, we, or our partners on our behalf, collect the following information from you: full name, physical mailing address, date of birth, email address, telephone number, tax identification number and online data such as IP address, device and operating system.

When you use your card to make transactions, we store that transactional information. This includes the date, amount, currency, card number, account balances and name of the merchant or supplier (for example a supermarket or retailer). We also collect information relating to the payments which are made to/from your account.

How is your personal data used?

We use your personal data to:

- set up your account, including processing your application for a card, creating your account, verifying your identity and printing your card.
- maintain and administer your account, including processing your financial payments, processing the correspondence between us, monitoring your account for fraud and providing a secure internet environment for the transmission of our services.

Who do we share your information with?

We pass your information to our third party service providers, agents, subcontractors, program managers and other associated organisations for the purposes of completing tasks, managing your account and providing services to you on our behalf, as detailed above. When we use third party service providers, we have a contract in place that requires them to keep your information secure and confidential.

We pass your information to the following categories of entity:

- companies and organisations that assist us in processing transactions you make (including but not limited to payment processing service providers) and in providing services that you have requested;
- companies and organisations that run and manage the card program;
- identity verification agencies to undertake required verification, regulatory and fraud prevention checks;
- payment card manufacturers;
- information security services organisations, web application hosting providers, network backup service providers and software/platform developers;
- document destruction providers;
- anyone to whom we lawfully transfer or may transfer our rights and duties under this agreement;
- any third party as a result of any restructure, sale or acquisition of TPL or any associated entity, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us.
- regulatory and law enforcement authorities, whether they are outside or inside of the EEA, where the law requires us to do so.

Sending personal data overseas

To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA), e.g.:

- with service providers located outside the EEA;
- if you are based outside the EEA;
- where there is an international dimension to the services we are providing to you.

These transfers are subject to special rules under European and Gibraltar data protection law.

These non-EEA countries do not have the same data protection laws as Gibraltar and EEA. We will, however, ensure the transfer complies with data protection law and all personal information will be secure. We will send your data to countries where the European Commission has made an adequacy decision, meaning that it has ruled that the legislative framework in the country provides an adequate level of data protection for your personal information. You can find out more about this here.

Where we send your data to a country where the European Commission has not made an adequacy decision, we ensure that appropriate safeguards are in place and that enforceable rights and effective legal remedies are available for you in relation to your personal data. Our standard practice is to use standard data protection contract clauses that have been approved by the European Commission. To obtain a copy of those clauses, please go to the European Commission's website.

For data transfers to the United States of America, please go to the Privacy Shield website in order to find out more about the EU Commission-approved safeguards in place.

If you would like further information please contact our Data Protection Officer.

How long do we store your personal data?

We will store your information for a period of 10 years after our business relationship ends in order that we can comply with our obligations under applicable legislation such as anti-money laundering and anti-fraud regulations. If any changes to applicable legislation require us to retain your data for a longer period of time, we shall retain it for that period. We will not retain your data for longer than is necessary.

How to contact us

If you have any questions about our Privacy Policy or the personal information which we hold about you or, please send an email to our Data Protection Officer at DPO@transactpaymentsltd.com.

Your rights regarding your personal data?

You have certain rights regarding the personal data which we process:

- You may request a copy of some or all of it.
- You may ask us to rectify any data which we hold which you believe to be inaccurate.
- You may ask us to erase your personal data.
- You may ask us to restrict the processing of your personal data.
- You may object to the processing of your personal data.
- You may ask for the right to data portability.
- If you would like us to carry out any of the above, please email the Data Protection Officer at DPO@transactpaymentsltd.com.

How is your information protected?

We implement security policies and technical measures in order to secure your personal data and take steps to protect it from unauthorised access, use or disclosure.

While we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems. Where we have given (or where you have chosen) a password which enables you to access certain parts of our websites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Complaints

We hope that our Data Protection Officer can resolve any query or concern you may raise about our use of your personal information.

The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in Gibraltar is the Gibraltar Regulatory Authority. Their contact details are as follows:

Gibraltar Regulatory Authority,

2nd floor, Eurotowers 4, 1 Europort Road, Gibraltar.

(+350) 20074636 / (+350) 20072166 info@gra.gi

Other websites

Our website may contain links to other websites. This privacy policy applies only to our website, so we encourage you to read the privacy statements on the other websites you visit. We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our website.

Changes to our Privacy Policy

We keep our Privacy Policy under review and we regularly update it to keep up with business demands and privacy regulation. We will inform you about any such changes. This Privacy Policy was last updated on 25th May 2018.