

## PREAMBLE

These are Moneycorp's explorer<sup>®</sup> card online-system terms and conditions (the "Terms"), which will govern your use of the explorer<sup>®</sup> card online-system. These Terms are in addition to, and separate from, the explorer<sup>®</sup> multi-currency card terms and conditions that govern your Card. By viewing or using the System, you agree to be bound by these Terms.

## General Terms

### 1. Definitions

1.1 In these Terms, the following terms shall have the following meanings:

**"Card"** means either the MasterCard sponsored, or Visa sponsored, explorer<sup>®</sup> multi-currency card with ATM and merchant access and functionality, as further detailed in the relevant Card Terms.

**"Card Terms"** means the explorer<sup>®</sup> multi-currency card terms and conditions which govern the use of either the MasterCard sponsored Card or the Visa sponsored Card, as relevant.

**"Client"** means an individual who is using the System to purchase and/or manage a Card.

**"Licence"** means a revocable, non-exclusive, non-transferable licence to access the System, which is not sub-licensable.

**"Login Details"** means one or more unique security codes which allows the Client to gain access to the System that may include (without limitation) a user name and password.

**"Moneycorp"** means TTT Moneycorp Limited whose company number is 738837.

**"Moneycorp Group Company"** means TTT Moneycorp Limited and any holding company, subsidiary or subsidiary of a holding company of TTT Moneycorp Limited. For these purposes "holding company" and "subsidiary" shall have the meaning given in section 1159 of the Companies Act 2006.

**"System"** means the online system offered by Moneycorp from time to time that allows Clients to purchase and/or manage Cards and which may be accessed through the Website.

**"Website"** means [www.moneycorpcard.com](http://www.moneycorpcard.com).

**"Written"** includes, unless the contrary is expressed, by email.

1.2 References to any law, statute or statutory provision shall include any subordinate legislation made from time to time and any such references to a law, statute, statutory provision or subordinated legislation is a reference to it as it is amended, restated or in force from time to time. All such references are to English law, statute or statutory provision unless otherwise stated.

1.3 Words in the singular shall where appropriate include the plural and vice versa.

1.4 Any headings used in these Terms are for ease of reference only and should not be used in the interpretation or construction of these Terms.

- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. USING THE SYSTEM**

- 2.1 Any use of the System is subject to these Terms.
- 2.2 Depending on the rights granted to the Client, the System may be used to purchase and/or manage a Card, including reviewing balances, checking transactions, loading funds and transferring funds between currencies.
- 2.3 Moneycorp grants to the Client the Licence in consideration of the Client agreeing to be bound by these Terms, and restating the Client's agreement each time the Client accesses the System.
- 2.4 Moneycorp may suspend or terminate the Licence at any time. If possible, Moneycorp will endeavour to provide the Client with written notice of such suspension or termination.
- 2.5 Termination of the Licence will not affect any accrued rights or liabilities of either Party nor will it affect any provisions of the Card Terms.
- 2.6 All intellectual property rights in the System will remain vested in Moneycorp or the third parties that licensed them to Moneycorp. This includes copyright in the Website. The Client is not permitted to reproduce any parts of the Website, create any derivative works or incorporate the Website into any other websites, electronic retrieval systems, publications or otherwise. However, as part of the Licence and subject to clause 2.7 and 2.8, the Client is permitted to download or print single copies of web pages for the Client's own internal record-keeping purposes, provided the Client complies with all instructions given by Moneycorp whether on the Website or otherwise.
- 2.7 The Client shall not recreate or copy, modify, reproduce or distribute the System or create derivative works from it or permit its reverse engineering, disassembly, decompilation or otherwise attempt to ascertain the source code or internal workings of the System.
- 2.8 Moneycorp does not warrant the availability of the System at any time and Moneycorp reserves the right to restrict or terminate the Client's access to it or change the configuration or functionality of the System at any time.
- 2.9 Moneycorp does not warrant the performance of the System or the correctness, accuracy or completeness of any information that the Client receives via the System.
- 2.10 Moneycorp accepts no liability for any losses caused by the System's unavailability.
- 2.11 The Client must not use or attempt to use the System except for its intended purpose and in accordance with Moneycorp's instructions.
- 2.12 The Client must keep the Login Details confidential and secure and must not disclose the Login Details to anyone. The Client should not write down the Client's Login Details and the Client should employ appropriate security software to protect them

once entered into the Client's computer. The Client should ensure that the Client logs out and closes the Client's internet browser after using the System.

- 2.13 Should the Client become aware of or suspect that an unauthorised person or third party has knowledge of or access to the Client's Login Details, the Client must inform Moneycorp immediately.
- 2.14 The Client must ensure that all the data, messages and code that the Client provides to Moneycorp by any electronic means do not contain any computer viruses, destructive programs or other devices likely to cause harm to the System.
- 2.15 The Client warrants that it will comply with all applicable laws, rules and regulations issued by relevant authorities or industry bodies in relation to the Client's use of the System.

### **3. INFORMATION**

- 3.1 Except where Moneycorp has specifically agreed otherwise in writing, any information including any graphs, charts or market news Moneycorp supply to the Client, is believed, to the best of Moneycorp's knowledge and belief, at the time it is given, to be accurate and reliable. Neither Moneycorp nor any third party which provides information to Moneycorp for supply to the Client: (i) gives any warranty as to the accuracy, completeness or timeliness of any information Moneycorp makes available to the Client, or (ii) has any liability whatsoever for any error or inaccuracy in such information.
- 3.2 Any information Moneycorp provides to the Client is confidential and solely for the Client's use. Information remains the property of Moneycorp or any third party which provides information to Moneycorp and must be returned on request. It may not be reproduced or redistributed without Moneycorp's explicit Written permission.
- 3.3 Any decision the Client makes whilst using the System is made on the Client's judgement alone. It is the Client's responsibility to familiarise itself with the System and Moneycorp will assume that the Client has done so.

### **4. LIABILITY**

- 4.1 Moneycorp will not be liable to the Client for the act or omission of any third party, provided that where Moneycorp has instructed the third party, Moneycorp shall use reasonable skill and care in selecting the third party.
- 4.2 Moneycorp will only be responsible for or liable to the Client for the Client's reasonably foreseeable direct loss, which is defined as any or all of the money that Moneycorp agrees to load on to the Card but which is not loaded as a direct result of Moneycorp's negligence, error or omission. Moneycorp will not be responsible for or liable to the Client for any other reasonably foreseeable direct liability, loss, damage, cost or expense that the Client may incur.
- 4.3 Moneycorp shall not be responsible for or liable to the Client, or any person claiming through the Client (whether in contract or for breach of a legal duty of care owed by Moneycorp or otherwise) for any consequential or indirect loss, damage, cost or expense of any nature whatsoever, nor for any economic loss or loss of turnover, profits, business, anticipated savings or goodwill, any damage to reputation, loss of

trade, loss of bargain, or loss of opportunity (whether direct or indirect), incurred or suffered by the Client or any person claiming through the Client, in each case whether such damage was foreseen or advised to Moneycorp as likely to occur.

- 4.4 Moneycorp shall not be liable to the Client in contract, tort (including negligence) or otherwise for any loss or damage in connection with these Terms where and to the extent that such loss or damage arises directly or indirectly from an act or omission of the Client or its employees, agents or contractors.
- 4.5 Nothing in these Terms excludes or restricts Moneycorp's liability in respect of: fraud or wilful misconduct; death or personal injury caused by Moneycorp's negligence; or any other liability which cannot lawfully be excluded.
- 4.6 The Client and Moneycorp agree that the exclusions and limitations of liability and the resulting allocation of risk and liability contained in these Terms are reasonable in all the circumstances and having regard to all the relevant facts.

## **5. DATA PROTECTION**

Moneycorp will observe the requirements of the Data Protection Act 1998 (as amended and supplemented) and will comply with any request made or direction given by the Client, which is directly due to the requirements of the Data Protection Act 1998. Moneycorp will only use personal data to allow Moneycorp (which for the purposes of the following permissions will include any Moneycorp Group Company) to provide the System to the Client. This may involve passing personal data to third-party service providers or Moneycorp's agents, on the understanding that they keep it confidential. Moneycorp may need to give its auditors, professional advisers, agents or subcontractors access to personal data or anyone who is interested in Moneycorp's business. Moneycorp may send personal data outside the European Economic Area (EEA) to jurisdictions which may not have an equivalent standard of data privacy laws as that in Europe or the EEA. Where Moneycorp does this, Moneycorp will take appropriate steps to protect personal data. Moneycorp may conduct searches through an identity-referencing agency, credit-referencing agency and other sources of information and use scoring methods to verify the Client's identity. A record of this process will be kept and may be used to help other companies verify the Client's identity. Information may also be passed to financial and other organisations to prevent fraud. If the Client has been referred to Moneycorp by a third party, Moneycorp may provide them (or any party to whom they assign their rights under their contract with Moneycorp) with personal data relating to the Client's actions in which they are interested by virtue of Moneycorp's contracts with them. Moneycorp may from time to time - by telephone, email or other electronic communication, fax or post - provide the Client with information relating to other services that Moneycorp, any Moneycorp Group Company or selected third parties connected with Moneycorp's business can offer. The Client agrees that Moneycorp may call upon the Client at a reasonable hour or otherwise communicate with the Client without an express invitation. The Client's attention is also drawn to Moneycorp's full Client Privacy Commitment which is available on the Website or on request from the Client's usual Moneycorp point of contact or Moneycorp's Data Protection Officer.

## **6. FORCE MAJEURE**

Moneycorp will not be in breach of contract and will be relieved of any liability, loss, damage, cost or expense of any nature whatsoever for any failure or delay in performing its relevant obligations under these Terms (and the time for performance of the obligations shall be extended accordingly) if and to the extent that Moneycorp's performance is prevented or delayed by any circumstances beyond its reasonable control or the reasonable control of its suppliers and contractors, including but not limited to any strike, lock-out or other form of industrial action; derelict weapons of war; nuclear, radioactive, biological, chemical, biochemical or electromagnetic weapons or contamination; unavoidable accident; failure of telecommunications, a utility service or transport network; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster. Moneycorp will use reasonable endeavours to notify the Client detailing the circumstances and the period for which it is estimated that it will be unable to perform its obligations.

## **7. GENERAL**

- 7.1 Any typographical, clerical or other error or omission in any documentation or information (electronic or otherwise) produced by Moneycorp under or in connection with the System or these Terms shall be subject to correction without any liability on Moneycorp's part.
- 7.2 A person who is not a Client has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 7.3 Moneycorp will provide the Client with a copy of these Terms upon request. Moneycorp may send this to the Client by post, email, fax or by displaying it on the Website.
- 7.4 Moneycorp may amend these Terms on reasonable notice to the Client in accordance with Moneycorp's statutory obligations (if any). The amendments will apply to any subsequent use of the System by the Client. The Client should refer to the current version of the Terms on the System and/or Website from time to time.
- 7.5 If any provision (or part of any provision) of these Terms is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 7.6 No failure or delay by Moneycorp to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 7.7 Should any provisions of these Terms be in conflict with any other documentation or information that Moneycorp has provided to the Client in connection with any particular contract, then these Terms shall have priority unless specifically agreed by Moneycorp in writing that such other documentation and information shall have priority in whole or in part.

- 7.8 These Terms constitute the whole agreement between Moneycorp and the Client in relation to the System and supersedes all previous agreements (whether Written or verbal) with Moneycorp relating to its subject matter. The Client acknowledges that, in using the System, the Client has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether Written or verbal and made negligently or innocently) other than as expressly set out in these Terms. Nothing in this clause shall limit or exclude any liability for fraud.
- 7.9 All intellectual property rights in the System, the Website, any advertising material issued by or on behalf of Moneycorp, all information, materials, prices or charts, business methods, databases or otherwise used or arising in connection with these Terms will remain the property of Moneycorp or any third party which provided it to Moneycorp and the Client will have no rights to distribute, republish, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing unless otherwise expressly agreed in writing.
- 7.10 These Terms are non-exclusive and nothing shall prevent Moneycorp from supplying the System to any third party.
- 7.11 Except where Moneycorp has specifically agreed otherwise in writing, nothing in these Terms shall give rise to any fiduciary, trustee, agency, joint venture or partnership relationship between any Moneycorp Group Company on the one hand and the Client on the other.
- 7.12 These Terms 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 law of England and Wales.