



## Products, Services, and Internet usage

### - General Terms and Conditions

## **1. Information about Us**

This 6Towns Credit Union site ("the Site") is owned by 6Towns Credit Union Credit Union Ltd ("6Towns Credit Union"). The following terms and conditions (the "Terms") govern your use of 6Towns Credit unions services and products and its website [www.sixtowns.co.uk](http://www.sixtowns.co.uk). By using our services and products and our website you agree to be bound by these Terms. If you do not agree to these Terms please do not use this Site and contact 6Towns Credit Union at its head office for assistance. These Terms may be changed at any time, without notice, by 6Towns Credit Union updating this statement. You agree that you will review the Terms on a regular basis and that your continued access to this Site means that you accept any changes made.

6Towns Credit Union Credit Union Ltd is a Credit Union with its registered address and head office at 382 High Street, West Bromwich, West Midlands. B70 9LB. Credit Union Ltd is authorised and regulated by the Financial Conduct Authority (FCA) and its FCA Firm reference number is FRN 419396 also registered under the Industrial & provident Societies Act 1965 No. 713C

## **2. 6Towns Products and Services and the Use of the Site**

This Site and the information contained within it is intended for those who access it from the United Kingdom. If you are viewing this Site from outside of the United Kingdom you should note that the information contained within it may not be appropriate for use in other places and may not comply with the laws of any territory outside of the United Kingdom. Those who choose to access this Site from countries other than the United Kingdom do so at their own risk and are responsible for compliance with local laws. You are responsible for your own use of the Site.

## **3. Accessing our Site**

From time to time 6Towns Credit Union may restrict or suspend access to some parts of the Site, or the entire Site without notice in order to carry out repairs or maintenance or to introduce new facilities or to amend any part of its service or for any other reason it considers appropriate. If you choose, or you are provided with, a user name, pass code, memorable word or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. 6Towns Credit Union have the right to disable any user name, pass code or memorable word, whether chosen by you or allocated by 6Towns Credit Union at any time if in 6Towns Credit Union's opinion you have failed to comply with any of the provisions of these Terms.

#### **4. Intellectual Property**

The copyright and all other intellectual property rights, existing anywhere in the World, in this Site and all of its contents belong to 6Towns Credit Union. You may not, without the prior written agreement of 6Towns Credit Union, reproduce or adapt any part of this Site other than for the purpose of accessing 6Towns Credit Unions' products or services or printing pages for your own personal records. 6Towns Credit Unions' status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged. Except as provided in this paragraph you may not use, distribute, sell, modify, republish or deal in any way with the trademarks, trade names, logos, software or other intellectual property material or content of the Site without 6Towns Credit Unions' prior written permission. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any illustrations or graphics separately from any accompanying texts.

#### **5. Use of Information**

The contents of any materials posted on this Site are for information purposes only and do not constitute investment, financial or professional advice and no reliance should be placed on the same. Any figures shown on this Site are subject to change.

#### **6. Our Liability**

- a. These provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this Site and the services and products noted within it. Nothing in these Terms shall exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.
- b. These terms and conditions do not apply to or affect our liability to you in respect of any Account opened by you using this Site and our liability to you in respect of such Account is governed by our Terms and Conditions.
- c. 6Towns Credit Union has taken all reasonable steps to ensure the accuracy and completeness of the content of the Site. Save as set out in our Terms and Conditions 6Towns Credit Union accepts no responsibility arising out of the use of or access to or inability to use or results of the use of this Site nor for any errors or omissions contained in this Site nor if this Site is unavailable at any time or for any period. 6Towns Credit Union shall not be responsible for any direct or indirect: financial losses (including without limitation loss of

income, revenues, data, profits, contracts, use, opportunity, business or anticipated savings); loss of goodwill or reputation; any loss or damage 6Towns Credit Union could not reasonably have expected to foresee or reasonably have expected to occur, which you may suffer and which arises out of or in connection with your use of or access to or inability to use or the results of your use of this Site.

- d. Access to and use of this Site is at your own risk and 6Towns Credit Union does not guarantee that the use of this Site or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. 6Towns Credit Union accepts no responsibility in respect of losses or damages arising out of changes made to the content of this Site by unauthorised third parties.
- e. To provide increased value to users of this Site 6Towns Credit Union may provide links to other 6Towns Credit Union sites or resources for you to access at your sole discretion. You acknowledge and agree that as you have chosen to enter the linked 6Towns Credit Union site 6Towns Credit Union is not responsible for the availability of such third party sites or resources and does not review or endorse and shall not be responsible or liable, directly or indirectly for (i) the privacy practices of such 6Towns Credit Union site(s), (ii) the content of such 6Towns Credit Union sites including any advertising, products, goods or other materials or services on or available from such 6Towns Credit Union sites or resources or (iii) the use that others make of these 6Towns Credit Union sites or resources, nor for any damage, loss or offence caused or alleged to be caused by or in connection with the use of or reliance on any such advertising, products, goods or other materials or services available on such third party 6Towns Credit Union sites or resources.

### **13. Transmission of Information Is At Your Risk**

- a. 6Towns Credit Union cannot guarantee that the transmission of information or messages sent over the internet is completely secure as there is a possibility of interception at all times. Any transmission is at your own risk. 6Towns Credit Union shall not be responsible for any loss, damages or costs whatsoever which you suffer or incur in connection with or arising out of any transmission of information or message sent by you to 6Towns Credit Union over the internet or the alteration, interception or misuse of such information. Once 6Towns Credit Union has received your information or message 6Towns Credit Union will use strict procedures and security features to try to prevent unauthorised access.
- b. It is your responsibility to keep security information, such as PIN numbers or passwords, secure at all times. 6Towns Credit Union will never ask you for this information and you should not disclose it to any third parties. If you receive any email or other request for such information you should delete it immediately and should not respond. If you think you may have disclosed any security information you must advise 6Towns Credit Union immediately.

### **8. Viruses, Hacking and Other Offences**

- a. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any other server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.
- b. By breaching this provision, you would commit a criminal offence. 6Towns Credit Union will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.
- c. 6Towns Credit Union will not be responsible for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any 6Towns Credit Union site linked to it.

**This Privacy Policy** (together with the terms and conditions set out in the [Terms of Use] section of our 6Towns Credit Union site and any other documents referred to in it) sets out the basis on which any information 6Towns Credit Union collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding Your Information and how 6Towns Credit Union will treat it.

- a. By submitting Your Information to the 6Towns Credit Union Site (the Site) (whether during the registration process or when posting your own content or otherwise using our online services), you are consenting to the processing of Your Information by us and our partners in accordance with this Privacy Policy.

## **9. How 6Towns Credit Union May Use Your Information**

6Towns Credit Union may use Your Information in the following ways:

- a. To ensure that content from our Site is presented in the most effective manner for you and for your computer.
- b. To process your application for and set up your accounts and to process your application to use our online services.
- c. To manage your accounts.
- d. To give you statements and to provide you with services available through our Site including the service this enables you to manage your accounts on-line.
- e. To verify your identity and make financial risk assessments including anti money laundering checks and for crime and fraud prevention purposes.
- f. To meet our regulatory compliance and reporting obligations.
- g. To provide you or permit selected third parties to provide you with information, products or services that you request from us or which 6Towns Credit Union or they consider may be of dividend to you, where you have consented to be contacted for such purposes.
- h. To carry out our obligations in respect of the provision of your accounts and the provision of our online services.
- i. To enforce any of our rights against you.
- j. To enable us to carry out assessment and analysis (including credit and/or behaviour scoring, market and product analysis).
- k. To develop and improve our services to you and notify you about changes to our services.

- l. 6Towns Credit Union does not disclose information about identifiable individuals to our advertisers, but 6Towns Credit Union may provide them with aggregate information about our users. 6Towns Credit Union may also use such aggregate information to help advertisers reach the kind of audience they want to target. 6Towns Credit Union may make use of Your Information to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- m. If you contact us on 0121 553 3110 when using any of our services, 6Towns Credit Union will verify your identity by asking you a number of questions based on information known to us about you. 6Towns Credit Union will let you know if 6Towns Credit Unions records your telephone conversation with us.

## **10. Disclosure of Your Information**

6Towns Credit Union may disclose Your Information to third parties:

- a. If 6Towns Credit Union merges with another Credit Union 6Towns may disclose Your Information to the prospective partner 6Towns Credit Union will endeavour to ensure any prospective partner treats your Information as confidential.
- b. 6Towns Credit Union is under a duty to disclose or share Your Information in order to comply with any legal or regulatory obligation, or as part of legal proceedings, or in order to enforce or apply our Terms and Conditions which apply to your accounts or to protect the rights, property, or safety of 6Towns Credit Union, our Members, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- c. If 6Towns Credit Union uses third parties to process Your Information on our behalf, 6Towns Credit Union will endeavour to make sure that they have adequate security measures in place to safeguard Your Information.
- d. When you have not consented to be contacted for such purposes, 6Towns Credit Union will not knowingly disclose your Information to third parties for marketing purposes.
- e. 6Towns Credit Union may disclose your information to other third parties this may include credit reference and fraud prevention and law enforcement agencies and identity and address verification agencies who may record and use Your Information and disclose it to other organisations for debt tracing, fraud and money laundering prevention purposes.

## **11. General Terms and Conditions & Terms and Conditions for Your 6Towns Account(S)**

### Introduction

- a. These Terms and Conditions contain important information which you should read carefully as they explain our obligations to you and your obligations to us.
- b. The Terms and Conditions are divided into two Parts. The first Part called "General Terms and Conditions" sets out the general terms and conditions which apply to any Account you hold with us. The second Part called "Specific Terms and Conditions" contains the Account specific information which relates to the particular Accounts which you have with us or services which you use.
- c. You should read all these Terms and Conditions carefully and keep them in a safe place for future reference, as they form a legal contract between you and us 6Towns Credit Union.
- d. 6Towns Credit Union will direct you to our website for up to date copies of these Terms and Conditions (and or any other documents which form part of the contract between 6Towns Credit Union, you and us) our website is [www.sixtowns.co.uk](http://www.sixtowns.co.uk)

## **12. General Terms and Conditions**

### Meaning of Words

- a. Account means your 6Towns Credit Union Ltd account(s) and services taken with us from time to time;
- b. Authorised Signatory means the Account holder(s) in case of an individual Account and a designated person or persons who are allowed 6Towns Credit Union to operate the Accounts on behalf of a firm or organisation;
- c. Banking Hours means the hours our branch or office is open for business;
- d. Our branch or office hours are Monday to Friday, 10:00 – 16:00
- e. Cut-off Time means the UK time within which a transaction or a request should be made by you in order to be processed on the same Business Day. Cut-off Time depends on the cut-off time for the particular method of making or receiving payments.
- f. General Terms and Conditions means the general terms and conditions applying to your Account and dealings with us and set out in Part 1 of these Terms and Conditions;

- a. IBAN (International Bank Account Number) is a unique identification number issued by us for a Member Account which has 6Towns Credit Union branch or office identification along with the Account number;
- b. Sort Code is a 6 digit identifier code used for making bank to bank payments within the UK;
- c. Specific Terms and Conditions means the specific terms and conditions which apply to your Account in addition to the General Terms and Conditions and as set out in Part 2 of these Terms and Conditions;
- d. Transaction Time means the time taken for processing a Member request;
- e. *Tariff of Charges* 5.16.1 means the Schedule of Charges as amended from time to time in accordance with the General Terms and Conditions and provided to you at the time of opening the Account;
- f. Terms and Conditions means this document, consisting of Parts 1 & 2 and our application form;
- g. 6Towns Credit Union website means our internet presence at [www.sixtowns.co.uk](http://www.sixtowns.co.uk)
- h. Working Days means Monday to Friday except public holidays;
- i. "6Towns Credit Union", "us" and "our" means 6Towns Credit Union;
- j. "you", "your" and "yourself" refers to each person who is named as the Account holder and it refers to any company or other business entity which is an Account holder. If there is more than one of you then it refers to all of you individually and jointly. 6Towns Credit Union explains more about what this means for joint Account holders in sections 2 and 17.1 below.

### **Opening an Account**

- q. Accounts can be opened by individuals, partnership firms, companies, charitable organisations, trusts or any other organisations formed within the legal framework, personal accounts may be held by jointly by more than two named individuals unless otherwise.
- r. Our application form for Membership and Account(s) for which you are applying will contain the eligibility criteria for opening that Account. You should read the application carefully to ensure that you are eligible. The information contained in the application form, including that filled in by you, forms part of our contract. If you have any queries please contact us on 0121 553 3110
- s. The agreement between 6Towns Credit Union and us relating to the Account is made up of these Terms and Conditions and includes any other special conditions such as dividend rates, notice periods and charges whether on our 6Towns Credit Union website or in paper form.

Please see sections 6.2 and 15.1 for details of when 6Towns Credit Union may make changes to these Terms and Conditions or your Account.

**PRIORITY ACCOUNTS** – the Priority Account is designed to be ring-fenced to allow safe and reliable payments of Housing Benefits, Rent to landlords and other payee. If you have opted for this account your funds will be ring-fenced therefore your access to the same will be restricted.

**If you have opted for the Priority Account to specifically manage your Housing Benefits/Rent you agree to be bound by the following terms.**

#### **CONSENT PERMITTING DEDUCTIONS OF RENT PAYMENTS TO MY LANDLORD FROM MY 6TOWNS ACCOUNTS**

6Towns has an agreement with Housing Benefits and Landlords to ensure Housing Benefits are paid to the landlord, therefore ring-fenced and held in a special account called Priority. I would like to instruct 6Towns to make deductions from my Current Account as indicated below for the payment of rent debits including fee(s).

1. I wish to instruct 6Towns to make deductions for rent from my 6Towns account stated above and pay the money to my landlord.
2. When making deductions from my 6Towns account in order to pay my landlord, 6Towns will make those deductions from my account on or around the last working day of the month
3. Any changes in my circumstances which may affect my rent payment shall be notified to 6Towns in writing
4. I hereby warrant that the deductions made by 6Towns from my account in accordance with the terms of this Letter are at my request. If any damages or mistakes are sustained by 6Towns, I agree to compensate 6Towns for the damages
5. I understand 6Towns will only send funds to my landlord if I have funds in my Priority Account, otherwise my rent will not be paid
6. This Consent shall be effective from the date of this application
7. I understand, 6Towns will continue to take payment from my 6Towns account until I inform 6Towns in writing of any changes, and that notified changes can take up to 20 business days to process.
8. If at the time of signing this document I do not know the amount of rent to be paid to my landlord, I authorise 6Towns to determine this figure at a later date, and that 6Towns will not be liable for any losses I incur.

1. Where applicable any fees/charges payable by my landlord for this service may be deducted from my account, without further notice.
2. I understand 6Towns will not be liable for any losses that occur financial or otherwise if I do not adhere to this agreement.
3. I authorise 6Towns to provide Housing Benefits/DWP with my account details.

### **13. Proof of Your Identity and Address**

- a. When you open an Account with us, 6Towns Credit Union needs to obtain sufficient proof of your identity and address to enable us to satisfy our legal obligations and protect you, the public and us against fraud and misuse. Please note that in some instances 6Towns Credit Union may need to ask you to send in further information or documents or ask you to visit your local collection point or office. From time to time 6Towns Credit Union may also need to update the proof of identity and address 6Towns Credit Union hold for you or make any other enquiries necessary.
- b. Until 6Towns Credit Union have sufficient evidence to verify your identity and address, 6Towns Credit Union will not accept you as a member, you may not use our services or register for our products.
- c. You may have more than one Account with us and these Terms and Conditions will apply to each Account unless you are otherwise notified.

## 14. Instructions

- a. Any request or instruction should be given in writing signed by the Authorised Signatory(s). Firms, companies and other organisations should use their letterhead in giving instructions. For partnership firms, companies, charitable organisations, trusts or any other organisations formed within the legal framework 6Towns Credit Union does not accept instructions over the telephone.
- b. Unless agreed in writing with us Members may not issue instructions by fax or as a scanned copy by email or by email.
- c. Instructions by fax and/or as a scanned copy by email can only be accepted from corporate Members if 6Towns Credit Union has agreed to this in writing.
- d. All instructions given to us should be in English.
- e. Third Party Mandates
- f. The Account holder(s) can authorise another person to operate the Account by executing a third party mandate in our standard format. The Account holder(s) will continue to be responsible for the actions or omissions of the mandate holder. The mandate is available on our website, [www.sixtowns.co.uk](http://www.sixtowns.co.uk)

### Paying into your Account

Once your Account is open, you can make further payments into your Account:

- a. By instructing another bank or building society to make an electronic BACS transfer from your Account with them to your Account with us; or instruction a body such as the DWP to issue benefits into your account.
- b. By visiting one of our collection points or office and depositing a cheque or cash with one of our cashiers by completing a deposit slip.
- c. By standing order through another bank or building society;
- d. By paying cash at a collection point or office.
- e. By CHAPS, an electronic same-day payments system, within the UK;
- f. Or by international electronic transfer from other countries. Please ask us for details.
- g. Paying in by cheque
- h. Please do not send cash by post;
- i. When you pay a cheque into your Account, the value of the cheque is added to your Account balance on the date 6Towns Credit Union receive the funds, which is normally seven Working Days after you have paid it in. When you send a cheque to us by post, the value of

the cheque is added to your Account balance on the date 6Towns Credit Union receive it and pay it into your Account. In both cases, they are 'un-cleared' funds and not yet available to you for withdrawal. 6Towns Credit Union must first ask the bank of the person who issued the cheque to confirm they will pay us the value (to 'clear' the cheque). If the other bank refuses to pay us its value, the value of the cheque is deducted from your Account as at the date it was added.

- j. If a cheque which you have paid into your Account is returned unpaid, its value will be deducted from your Account together with our cheque return charges set out in our *Tariff of Charges 5.16.1*. 6Towns Credit Union will inform you when this has been done. Depending on the reasons why the cheque was unpaid, 6Towns Credit Union will either ask for payment again from the issuing bank of the person or business that issued it, or return it to you.
- k. Cash is accepted only at our office or official collection points and during our Banking Hours before the Cut-Off Time. **Note.** Official collection points may not operate the same hours as our office hours contact your local collection point before making a trip.
- l. Cash payments into your Account will be credited on the following the same day if deposited within business hours at our head office otherwise next Working Day with the appropriate value date as outlined above. The transaction may take longer time if your instructions are incomplete or partially incorrect or in any way gives rise to suspicion in which case the matter would be investigated before any decision is taken regarding application of funds. 6Towns Credit Union will not be held liable for such delays and no back valuation will be permitted in such cases.

## 15. Dividend

A dividend is declared by 6Towns Credit Union at the end of each financial year.

Not all accounts attract a dividend, 6Towns Credit union decides which products or accounts attract dividend.

### 6Towns Accounts that Attract dividend.

- a) Christmas Account
- b) Savings Plus Account
- c) ISA

Dividend rates for corporate accounts may vary

It is the responsibility of the member to ensure their savings are in the most appropriate account, It is the responsibility of the member declare their dividend for tax purposes.

## 16. Right of Set Off

6Towns Credit Union may use any Account(s) held by you with us which are in credit to reduce or repay any amount you may owe to 6Towns Credit Union In the process 6Towns Credit Union may appropriate funds held by you with us for a certain period along with the dividend payable by us.

## 17. Charges

When you open your Account, 6Towns Credit Union will give you or tell you where to find details of our *Tariff of Charges* 5.16.1. for the day to day running of your Account. You can also find out about these charges by contacting our office or looking at our 6Towns Credit Union website.

If 6Towns Credit Union increase any of these charges or introduce a new charge, 6Towns Credit Union will tell you via your nominated e-mail address or via our website [www.sixtowns.co.uk](http://www.sixtowns.co.uk) at least 30 calendar days before the changes take effect. 6Towns Credit Union will tell you the charge for any other service or product before 6Towns Credit Union provide it to you, and at any time should you request it. Before 6Towns Credit Union deduct charges for standard Account services from your Account, all correspondence will be conducted by sending you an e-mail or other electronic communication

## Fig. 5.16.1. Tariff of Charges

6Towns Current Account Tariff of Charges – PLEASE READ CAREFULLY

Debit Card on sign up	£10.00
New card following expiry of old card - <i>card has three year cycle</i>	£7.50
PIN Reminder from ATM	£2.00
POS Transaction, including online purchase	£0.15
Balance inquiry - ATM	£0.15
PIN Management at ATM	£0.15
ATM Transaction in UK – ( <i>£600 daily limit</i> )	£0.75
Declined Transaction	£0.15
Weekly account Charge to Member	£1.25
Weekly account Charge to Member saving without debit card- with no more than four withdrawals pa	FREE
Junior Accounts	FREE
Statement of account - download online	FREE
Standing Order ( <i>incoming and outgoing</i> )	£0.70
OTHER CHARGES	
Replacement LOST cards	£10.00
BACS/faster Payment – <i>to an external account (online Banking)</i>	TBA
Direct Debit payment – <i>to an external account (online Banking)</i>	TBA
Share withdrawal request via website	£1.50
Bounced Cheque processing	£20.00
Paper Statement	£10.00
Set up and send BACS/faster on behalf of member (general bill payment)	£20.00
International IBAN/BACS Payments	£10.00
Unpaid Direct Debit	£10.00
Replacement deposit book	£5.00
POS Transaction, including online purchase - International	£0.50
Balance inquiry - ATM - International	£0.50
PIN Management at ATM - International	£0.50
Declined Transaction at ATM - International	£0.50
ATM Transaction – International ( <i>£600 per day limit</i> )	£2.50

### **17a. Account Fee for Current Account Debit Card.**

#### **The account fees.**

The fee is automatically deducted from your account every week. It is your responsibility to ensure you have enough money in your account to cover your fee, and to ensure your account does not go into arrears. If your account goes into arrears it may result in you incurring fees and/or your debit card being blocked for use. 6Towns will automatically allocate and withdraw this fee from your account. 6Towns will endeavour to take the fee from your Current Account, however if you do not have sufficient funds in your account we will take the fee from any other account you may hold with us. The first payment will be due on the week following your card application. If you do not have sufficient funds in your account to cover the first payment 6Towns may overdraw your account, you will not be charged any interest or penalty for this facility.

### **17b. Overdraft**

6Towns does not provide an overdraft facility on our account(s), however sometimes it may be necessary to make corrections or adjustments to your account which may result in your account going overdrawn. You will not be charged any interest or penalty during the period your account(s) is overdrawn.

### **18. Current Account without a Debit Card**

If you choose not to have a debit card you may make up to four withdrawals using internet banking per fiscal year, if you go over this limit account charges will apply, see our *tariff of charges*.

Applicable charges will apply if you have a debit card see *Tariff of charges* 5.16.1.

### **19. Closing Your Account**

You may close your Account at any time, however if you have an outstanding loan with us you will have to repay the loan first.

6Towns Credit Union may close your Account if you fail to operate your Account in accordance with these Terms and Conditions or regularly fail to ensure that there are sufficient cleared funds in your Account to make requested payments. If 6Towns Credit Union close your Account, 6Towns Credit Union will write to you and, unless there are exceptional circumstances including but not limited to poor account management, 6Towns Credit Union will give you 30 calendar days' notice of our intention to close your Account(s). 6Towns Credit Union will repay any credit balance to you and 6Towns Credit Union will require you to repay any money owed to 6Towns Credit Union.

## **20. Dormant Accounts**

If your balance is less than £50, 00 for 24 months with no activity, or if your account has been inactive for the same period we may make your account dormant; you can claim your money at any time.

Before reactivation of a dormant Account, you may be required to provide suitable evidence of your identity and your legal claim on the Account.

## **21. Changes to Terms and Conditions**

- a. 6Towns Credit Union may from time to time amend our Terms and Conditions.
- b. To comply with our legal obligations;
- c. To reflect changes in general banking practice;
- d. To reflect regulatory changes;
- e. Where required to do so or to reflect a decision or recommendation as the result of any ruling by a competent Court or any other law enforcing body;
- f. to reflect changes in costs associated with the relevant technology, the costs 6Towns Credit Union pay to others relating to the Account or services and/or our costs of providing the Account, service or facilities.
- g. 6Towns Credit Union will tell you about any other changes to these Terms and Conditions and when they come into effect by placing a notice on our website, email or by post.
- h. If 6Towns Credit Union decides to make any change to these Terms and Conditions 6Towns Credit Union will give you 60 calendar days' notice of the change.
- i. If you reject the proposed changes, 6Towns Credit Union may take this as a rejection of the contract with us and a notice of termination. 6Towns Credit Union will notify you of our intentions before we close your Account. If 6Towns Credit Union does not hear from you,

6Towns Credit Union will consider that you have accepted the changes 6Towns Credit Union have made to the Terms and Conditions.

## 22. Statements

Statements for all Accounts are issued in annually via your by sending you an e-mail or other electronic communication.

You can also choose a statement frequency that results in a statement every time there is a transaction on your Account or you can choose another frequency, you can also contact us and request an up to date statement paper statement for your Account at any time, see our *tariff of charges* 5.16.1..

## 23. Instructions

For the purposes of this section 19 and the 6Towns Credit Unions requirements you agree:

- (1) To provide written confirmation of your request to make a withdrawal from your Account; and
- (2) to provide all other instructions in relation to the operation of your Account in writing (unless 6Towns Credit Union have made other specific and documented arrangements), you can comply with these requirements by providing us with the relevant details using your authenticated security details on our 6Towns Credit Union website.

Please pay careful attention to the security notice set out in the following section and comply with it.

### Security notice

Internet banking is safe and convenient as long as you take a number of simple precautions, including (but not limited to) the following:

- a. Keep your computer secure. Make sure that any computer you are using benefits from up-to-date anti-virus and spyware software and a personal firewall. If you use a public computer (for example, in an internet café), you should ensure you do not leave any personal details stored on that computer after you have finished using it;
- b. Keep your username and passwords secret. This includes (but is not limited to) taking the following precautions:

- a. Destroying any password notification immediately after receipt from us;
- b. Never writing your password or username details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else;
- e. Taking all reasonable care to ensure that no-one sees your password or username when you use them;
- f. you are advised to avoid choosing a password that is generic in nature, guessable/inferable from personal data such as name, date of birth, address, telephone number, driving license/car number etc.;
- g. Treat e-mails you receive with caution and be very wary of e-mails or calls asking you to reveal any personal security details. 6Towns Credit Union will never contact you to ask you for your internet banking password or username information;
- h. Always access our 6Towns Credit Union website via the [\[www.sixtowns.co.uk\]](http://www.sixtowns.co.uk) site or by typing the address into your web browser. Please ensure that you double check the spelling is correct when typing our address into the browser, before using the 6Towns Credit Union website that you are directed to. 6Towns Credit Union will never send you an e-mail with a link through to our internet banking 6Towns Credit Union website;
- i. Follow any further security advice 6Towns Credit Union may offer from time to time on our 6Towns Credit Union website;

Visit [www.sixtowns.co.uk](http://www.sixtowns.co.uk) for more useful information.

Please remember that internet communications are not secure unless the data being sent is encrypted. 6Towns Credit Union cannot accept any responsibility for any unauthorised access by a third party and/or corruption of data being sent to us by e-mail.

If you are a victim of internet fraud and someone gains unauthorised access to your Account, then 6Towns Credit Union will refund the full amount of money taken from your Account, once we have conducted our investigation and that each of the following conditions applies:

- a. you have not given your security details (including your password or username details) to anyone else;
- b. the loss was not caused by your use of an account aggregation service (i.e. a service provided by another company that allows you to view all of your bank details on a single 6Towns Credit Union website);
- c. you have not sent us incorrect payment instructions;

- a. you have used reasonable care when using internet banking (e.g. logging off at the end of each internet banking session and not leaving your computer unattended while logged on to the internet banking service);
- b. you inform us as soon as possible of any security breach, or potential breach, of which you are aware;
- c. you have not acted fraudulently;
- d. You have taken the precautions described in these Terms and Conditions and complied with all other reasonable instructions 6Towns Credit Union may give from time to time regarding security details.
- e. The circumstances are beyond your or our reasonable control.

#### **24. Credit Reference Agencies and Fraud Prevent Agencies**

6Towns Credit Union may give Your Information to and receive information from credit reference agencies and fraud prevention agencies. 6Towns Credit Union and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes, to make credit assessments and decisions about credit related services to enable us to manage and take decisions about your Accounts, identity, insurance policies and insurance claims and to recover debt.

Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial "association" has been created. Any enquiry 6Towns Credit Union make at a credit reference agency may be assessed with reference to any associated records. Another person's record will be associated with yours when:

- a. You make a joint application;
- b. You advise us of a financial association with another person; or
- c. If the credit reference agencies have existing linked or "associate" records.

This "association" will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a "disassociation".

Credit reference agencies keep a record of our enquiries and may record, use and give out information 6Towns Credit Union give them to other financial institutions, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the UK. 6Towns Credit Union can provide the names and addresses of the credit reference and fraud prevention agencies 6Towns Credit Union use if you would like a copy of Your Information held by them.

## **24. Loans**

All loans are disbursed to the/your 6Towns Current Account; Members may draw on funds using their MasterCard® Debit Card. 6Towns Credit Union may not provide a counter service for withdrawing funds from your account if you have a debit card.

- a. 6Towns Credit Union will only accept loan applications if you are a member of 6Towns Credit Union there is no upper limit on the time it may take to process an application for credit.
- b. 6Towns Credit Union can only process your loan application if your application is complete, there may be a delay in processing your application if you do not provide information we request to process your application if you do not provide the information we may decline your application
- c. 6Towns Credit Union may decline an application for credit.
- d. 6Towns Credit Union may withdraw any offer of credit without notice.

False or misleading information will be deemed as Fraud and will result in the police being informed.

CPA:

We use continuous payment authority (CPA) to collect repayment on the date you choose to repay your loan (your promise date) using the card details you give us when you apply or when you add a card. Your promise date is shown in the pre-contract information and in your credit agreement. You need to agree to CPA to get a 6Towns loan.

### **What is a Continuous Payment Authority (CPA)?**

Continuous payment authority transactions are a form of regular payment, where you provide a business with your debit card details and authorise them to deduct a set or variable amount from your account on an ongoing basis. They're commonly used for things such as gym memberships, magazine subscriptions and any other service that requires a regular payment.

The business can continue to take payments until your agreement with them ends or you cancel the payment. CPAs are different from standing orders and Direct Debits as they do not provide you with the same level of protection, while allowing the retailer more flexibility in taking payments. CPAs may also be referred to as, 'recurring transactions', 'recurring payments', 'continuous authority transactions' or 'guaranteed payments'.

### **Can I cancel a CPA through you?**

You should contact the business and cancel your payment arrangement with them. But if you want to be sure the money won't come out of your account, we can cancel the payment for you.

### **How do I cancel a CPA?**

Contact us on 0121 553 3110\* we will send you confirmation the CPA has been cancelled.

\*\*You can cancel recurring payments at any time. To stop a specific payment you must request cancellation no later than one working day before it is due, otherwise that payment will be honoured and your cancellation will apply to the next monthly/regular payment.

## 25. Force Majeure

If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may then cancel or suspend any of our obligations to you, without liability.

Examples of those circumstances include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes.

## 26. General

We will not enter into negotiations with regard to the Terms and Conditions.

These Terms and Conditions do not replace other Terms and Conditions for our products and services.

## 27. Miscellaneous

6Towns Credit Unions services and Products are offered under the rules set out by the Prudential Regulation Authority (formally the FSA),

6Towns Credit Union may change our Banking Hours, availability of banking collection point or offices by display of notice in our collection point or offices, by e-mail, by a posting on our 6Towns Credit Union website.

6Towns Credit Union may block your Account to protect you and us if 6Towns Credit Union suspect fraud or other suspicious transactions. In such cases, 6Towns Credit Union may be required to carry out the process of establishing your identity again. Once 6Towns Credit Union have sufficient proof, 6Towns Credit Union will reactivate your Account.

## 28. Complaints

If 6Towns Credit Union does not deliver the standard of service you expect, or if you think 6Towns Credit Union have made a mistake, please let us know. You can call us on 01215533110 or email us at [info@sixtowns.co.uk](mailto:info@sixtowns.co.uk) or write to us at:

6Towns Credit Union Credit Union Ltd

382 High Street, West Bromwich, West Midlands. B70 9LB

6Towns Credit Union will then arrange for the right person to investigate your concerns. Please when writing to us provide as much information as you can in order to assist our investigations.

In the unlikely event that you remain dissatisfied with our response or 6Towns Credit Union have not sent you a final response within 8 weeks 6Towns Credit Union of the original complaint, you have a right to take your complaint to the Financial Ombudsman Service (FOS).

if you would like FOS to look into your complaint you must contact them within 6 months of the date of any final response issued by us. You can find out more about the role of FOS by contacting us and requesting a copy of our FOS leaflet, or you can write to FOS at:

The Financial Ombudsman

Service South Quay Plaza

183 Marsh

Wall London

E14 9SR

Telephone number: 0845 080 1800

6Towns Credit Union website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **29. Regulatory Information**

6Towns Credit Union Credit Union Ltd is established in the UK with company number IP00718C. 382 High Street, West Bromwich, West Midlands. B70 9LB is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Firm reference number is FRN 139156 and you can check our details online on the FCA register by going to [www.fca.gov.uk](http://www.fca.gov.uk).

6Towns Credit Union Credit Union Ltd is a member of the Financial Services Compensation Scheme (the "Scheme") established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £85,000 of a depositor's total deposits with 6Towns Credit Union. For joint Account holders the maximum limit applies to both Account holders (i.e. £85,000 per Account holder). Most depositors, including individuals and small firms are covered. Large businesses are generally excluded from the Scheme. More information can be found at the Scheme 6Towns Credit Union website [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on 020 7892 7300.

## DEBIT CARD CARDHOLDER TERMS AND CONDITIONS

***If you are under the age of 18 years you must read these Terms and Conditions with a parent or guardian.***

These Terms and Conditions apply to the use of your card. Your card is provided to you on behalf of the Card Distributor, by OPTIMUS Cards under license from Euram Bank as the card issuing bank.

By signing your card application you accept these Terms and Conditions. You must read these Terms and Conditions carefully. You must keep this document in a safe place for future reference. These Terms and Conditions set out the terms of our relationship with you and explain your and our obligations to each other.

### 1. Definitions

In these Terms and Conditions, the following expressions shall have the following meanings:

**“Agreement”** means the agreement with us in relation to the card and which is made up of these Terms and Conditions, any amendments to them as notified to you and any other document which you are required to sign for the provision of the card.

**“ATM”** means an automated teller machine or cash dispenser bearing the MasterCard logo.

**“Available Balance”** means the value of funds available to spend on your card.

**“Business Day”** means any day (other than a Saturday or Sunday) on which banks are open for business in the United Kingdom.

**“Card”** means the plastic card issued to you in accordance with these Terms and Conditions.

**“Card Carrier”** means the piece of paper that is attached to your card when your card is despatched to you.

**“Card Distributor”** means the entity that has requested that a card is issued to you. In this case it is the financial institution of which you or a member of your family is a full member of.

**“Cardholder”** means you, the authorised user issued with a card who enters into the agreement.

**“Card Issuer”** means Euram Bank.

**“Card Number”** means the 16 digit number on the front of your card.

**“Card Services Support”** means the website or helpline operated by us or on our behalf which deals with queries and requests from cardholders in relation to the activation and use of a card under these Terms and Conditions. The contact details for Card Services Support are detailed on the reverse of your card.

**OPTIMUS** means OPTIMUS Cards Limited (company registered number (09044866) who are the program managers responsible for the support provided to the Card Distributor and

cardholder, whose registered office is at De Montfort House, High Street, Coleshill, B46 3BP **“Euram Bank”** means European American Investment Bank AG the Card Sponsor and card issuer, whose registered office is Palais Esterhazy, Wallnerstrasse 4, and 1010 Vienna, Austria and will be referred to as Euram Bank AG.

**“MasterCard”** means MasterCard International who operates the MasterCard programme.

**“Fees and Charges Schedule”** means the fees and charges that are imposed by the Card Distributor upon the Cardholder which will be provided to the Cardholder upon receipt of the Card application and which are subject to

change from time to time. Each schedule is deemed to form part of this agreement.

**“Merchant”** means a retailer, or any other person, firm or company that displays the MasterCard logo and can accept MasterCard using an electronic terminal.

**“PIN”** means the personal identification number sent to you (or which you have chosen) for use with the card.

**“Terms and Conditions”** means these Terms and Conditions and those set out in any product leaflet, card carrier or Card Services Support website.

**“Transaction”** means any cash withdrawal or retail sale (as appropriate) completed by you using your Card.

**“We”, “Us” or “Our”** means OPTIMUS Cards, acting as agent of OPTIMUS Cards, and any other person or entity to whom we may transfer or assign our rights and obligations in the future, including, for the purposes of these Terms and Conditions the Card Distributor.

**“You” or “Your”** means the Cardholder.

### 2. Your Card

1. This card, issued by Euram Bank to you, is a MasterCard card and is not a credit card or charge card. You must not attempt to use your card to obtain credit. The card shall remain the property of Euram Bank at all times.

2. Your card is issued to you for use by you only and cannot be used by any person other than you. If we find that your card is being used by any person other than you, we may deactivate the card.

2.3 The card may only be issued to and used by persons over the age of 18. If you receive the card and you are under the age of 18, you must have consent from your parent(s) or guardians and this must be provided in the required format upon application for the card. If you do not have this consent you must contact Card Services Support immediately. You must not use the card and you must cut it in to pieces through the magnetic stripe and chip and dispose of it carefully.

### **3. Receipt of Card and Card Activation**

1. On receipt of your card, you must sign it immediately on the reverse. You must then activate your card. You can do this online at the website provided to you by your Card Distributor if one is available.

2. You may also contact Card Services Support on the number provided to you by your Card Distributor who, following confirmation of your identity, will activate your card on your behalf.

3. You may also activate your card at your Financial Institution. You must ensure you bring an acceptable form of identification with you, as advised by your Card Distributor.

4. You must activate your card within 1 month of receipt.

5. By signing the Card application you represent and warrant to us that you are at least 18 years old (unless you comply with section 2.3) and that you have provided us with a verifiable address and that the personal information that you provide to us in connection with the Card is true, correct and complete and that you have received a copy of this agreement and agree to be bound by and comply with its terms, including the Fees and Charges Schedule given to you by the Card Distributor, and that you accept the card and consent to the use of your Personal Information as set out in clause 15 below.

### **4. Use of Your Card**

4.1 Each time you use your card you authorise us to reduce the value available on your Card by the amount of the transaction and any applicable fees as set out in the Fees and Charges Schedule if applicable. Charges may be payable for the use of your card and are available from your Card Distributor. You may use your card to carry out the following (where applicable):

- (a) Making payments for goods and services either online or at any merchant displaying the MasterCard logo; or
- (b) Withdrawing cash at any bank or ATM worldwide which displays the MasterCard logo; or
- (c) Carrying out a purchase with cash back transaction where this service is available.

2. A PIN will be provided to use with your card. You will need to use the PIN where required. Once your card has been activated you may change your PIN at certain ATMs which have this facility. If you change your PIN, you must not choose a PIN that can be easily deduced such as your telephone number or date of birth. You must notify Card Services Support immediately if you believe that your PIN has been obtained or changed without your consent.

3. You must ensure that the available balance on your card is sufficient to cover the amount of any transaction (including fees) incurred by using your card.

4. You can check your available balance online through your Card Distributor's website (where applicable). If there is an entry which appears to be incorrect, you must contact Card Services Support immediately.

5. When you make a payment using your card, that transaction will be noted against your available balance immediately and your card will normally be debited within 2 business days, however this may take longer in some circumstances. When you make payments using your card outside the UK, it may take much longer. We shall not be obliged to carry out transactions on your card in any particular order. Your card will not be credited with the refund of a transaction made using your card unless we receive refund verification acceptable to us. You will be responsible for all transactions which are debited from your card.

6. If an incorrect entry is made on your card by us, then we will correct it. If we make the correction on any day after the date of the error, then it will be reflected on your available balance as soon as possible.

7. Some merchants may not accept payment using our services. It is your responsibility to check the policy with each merchant. We accept no liability if a merchant refuses to accept payment using our services.

8. Your Card Distributor may apply certain restrictions to your card which they will advise you of.

9. Your Card Distributor may make a charge for any declined transactions.

10. Your Card Distributor may block your card if there is a suspicion of fraud (for example: repeated declined transactions).

### **5. Security**

5.1 When your card is issued to you, you must take reasonable steps to prevent the card and PIN being lost or stolen. You must keep your card receipts safely and dispose of them carefully. You must not allow anyone else to use

your card or PIN and you must inform us immediately by telephoning Card Services Support if your card has been lost or stolen or you have suspicions that someone else is using or has tried to use your card or PIN.

2. Your PIN must not be recorded in writing or kept with the card. Your PIN must not be disclosed or made available to any other person. Any transaction made using your PIN will be deemed to have been authorised by you and you will be liable for all such transactions.

3. The card is property of Euram Bank. Any other materials issued to you are our property or licensed to us. If we request for your card or any other materials to be returned, you must return them to your Card Distributor immediately.

## **6. Cancellation of Your Card**

1. You have a legal right to cancel your card without giving us a reason or incurring any costs for a period of 14 days from the date that you receive the card. For the purposes of this clause, the date you receive the card is deemed to

be 2 days following the despatch of the card. This will not entitle you to a refund of any charges made in respect of card production, transaction fees or cash withdrawal fees set out in the Fees and Charges Schedule provided to you by your Card Distributor.

2. If you cancel your card we shall immediately block the card. You will be liable for all transactions and charges incurred until we receive your notice of cancellation. You will also be liable for all transactions and charges incurred after we have received your notice of cancellation and where we can demonstrate that you carried out the transaction or incurred the relevant charge prior to cancellation. For example, if you carry out a transaction and cancel your card the following day, you will still be liable for the transaction even if the transaction does not show on your card until after you have submitted your notice of cancellation.

3. We may deactivate and close your card at any time. We may cancel the card immediately if we suspect any fraud or misuse in relation to the card, PIN or any breach of this agreement by you or where we are required to do so by law. We may, in our sole discretion, restrict or refuse to authorise the use of your card or suspend your card where

we consider that any use would be a breach of this agreement, or we believe that you or a third party has committed or if we believe that a crime will be committed or if we believe that fraud or other misuse of the card has occurred or may occur.

4. If we or you cancel your card you must cut the card in to pieces through the magnetic stripe and chip and then dispose of the card and any other materials that belong to us carefully.

## **7. Expiry of Your Card**

1. We will not authorise or process any transactions conducted using your card following the expiry of your card.

2. When requested to do so by the Card Distributor, we shall provide you with a new card prior to the expiry date on the card subject to the associated fees.

## **8. Changes to Terms and Conditions**

8.1 We may change these Terms and Conditions (including the charges) at any time subject to the notice provisions below and will inform you of any changes by one or more of the following ways:

(a) Writing to you

(b) Advising your Card Distributor who will write to you or publish on their website (where applicable) or by other means.

8.2 We may change these Terms and Conditions at any time for any of the following reasons:

(a) To make sure that the whole of our or the card sponsor's business remains competitive;

(b) To allow us to improve services or facilities;

(c) To take account of a change or anticipated change in market conditions or banking practice;

(d) To reflect a decision by a court, ombudsman, regulator or similar body; or

(e) To reflect any changes in our ownership.

3. We may also change the Terms and Conditions of your card at any time for any other necessary reason.

4. We shall apply the following notice provisions:

(f) If the change is to your disadvantage, your Card Distributor will advise you at least 30 days before we make the change, and at any time up to 60 days from the date of the notice, you may, for this reason, without notice, cancel

your card and terminate the agreement without any charge, provided you inform us that this is the reason for your cancellation.

(b) We may make any other change immediately and your Card Distributor will advise you within 30 days.

8.5 If you are not satisfied with any change to these Terms and Conditions, you may cancel your card and terminate the agreement at any time in accordance with clause 6.1.

## 9. Lost and Stolen Cards

1. It is your responsibility to keep your card safe and to not disclose your PIN to any individual as you will be held liable for any subsequent misuse of your card. Subject to your compliance with clause 9.2, you will be liable for any transactions using your card whilst it is lost or stolen, which shall be deducted from the available balance in full.
2. If your card is lost or stolen, or you suspect that your card may have been used fraudulently or without your consent, you must contact Card Services Support immediately. If you use your card as a consumer, your liability will be limited to an overall limit of £50 of the loss. (If however, you were negligent in the use of your card, you will be liable for all losses). The card will then be cancelled. You will be asked to provide your details in order that Card Services Support can verify they are speaking to the cardholder. Upon cancellation and where applicable, a new card and PIN will be ordered subject to the associated fees. You may be asked to help us, our agents or the police if your card is stolen and we suspect that there has been fraud or misuse or you have notified us of a disputed transaction (see clause 11).
3. Where a card which you notified to us as lost or stolen is subsequently found or where a card is damaged or does not work correctly, you must notify Card Services Support immediately, then cut the card in to pieces through the magnetic stripe and chip and dispose of it carefully.
4. In respect of replacement cards issued under clause 9.2 above, we reserve the right not to reissue a card.

## 10. Fees & Charges

1. The Services will incur fees and charges, the details of which will be provided to you by your Card Distributor, for which you shall be responsible. These vary depending on the products you use and from time to time in accordance with that schedule.
2. If you use the services in a currency other than the currency in which the services are denominated, the amount deducted from your available balance will be the amount of the transaction, converted to your account currency using a rate set by the MasterCard system on the date the transaction is processed. Please refer to the MasterCard website (as applicable) for more information. You may also be charged a Foreign Exchange Charge as set out by your Card Distributor.

## 11. Disputed Transactions

1. If you think that any transactions were not authorised by you or have been posted to your card in error (disputed transaction), you must attempt to resolve a disputed transaction with the merchant before asking that we pursue the dispute on your behalf.
2. You must contact us if you cannot resolve the disputed transaction with the merchant and in any event no later than 60 days from the date of the disputed transaction. We will investigate any disputed transaction in accordance with the MasterCard scheme rules. You will not receive a refund to your card until the investigation is completed. Where you believe your card was used without your authority, this will need to be notified to the police. You will need to provide a crime reference number and contact details of the police station where the theft was reported. We will then process the dispute upon agreement with your Card Distributor. The Card Distributor shall refund the amount of any disputed transactions which the investigations show are not authorised by you.
3. If the Card Distributor refunds a disputed transaction to your card and subsequently receives information to confirm that the transaction was authorised by you and correctly posted to your account, the Card Distributor shall deduct the amount of the disputed transaction from your available balance. In the event that this transaction is for an amount greater than the available balance, you shall repay the Card Distributor the amount by which the value of the transaction exceeds the available balance immediately on receipt of a written notice from us or the Card Distributor requesting repayment.
4. Where any request, transaction, disputed transaction, arbitration or reversed transaction involves third party costs you remain liable for these and they will be deducted from your card balance or otherwise charged to you.

## 12. Termination or Suspension of Your Account

1. We may terminate your use of the Services with prior notice to you of at least 30 days.
2. We may terminate or suspend, for such period as may be required, your use of the services at anytime, without prior notice:
  - (a) in the event of any fault or failure in the data information processing system;
  - (b) if we believe that you have used or are likely to use the services, or allow them to be used, in breach of this agreement or to commit an offence;
  - (c) if any available balance may be at risk of fraud or misuse;
  - (d) if we suspect that you have provided false or misleading information;
  - (e) by order or recommendation of the police or any relevant governmental or regulatory authority.
  - (f) if you breach any of the Terms and Conditions
  - (g) upon your death or if you become incapacitated
  - (h) at our discretion if you become bankrupt or insolvent

12.3 Termination of your account, either by you or us, will not affect any of either party's rights and obligations arising under this agreement prior to termination.

### **13. Contacting Us**

1. You may contact Card Services Support by telephone or in writing to the address provided to you by your Card Distributor, or by any other means that Card Services Support makes available. Any correspondence for you will be mailed to the address that Card Services Support holds for you in respect of the card. You may also service your card online where applicable.

2. You must inform the Card Distributor if you change your name, address, or any other changes relevant to your card. If you do not inform the Card Distributor of a change we shall contact you at the last address or telephone number that you have provided to the Card Distributor.

3. You are responsible for ensuring that any information or instructions you give to the Card Distributor or to Card Services Support are accurate and complete. Neither the Card Distributor, Card Services Support, us or Euram Bank shall be liable for any loss or damage you suffer if the information or instructions you provide are in any way inaccurate or incomplete.

4. Please note that telephone calls between you and Card Services Support may be recorded for security, training purposes, monitoring and quality control and to ensure that your instructions are carried out correctly.

5. By signing the Card application form you agree that we may at our option and/or in connection with the services provided, contact you by phone or text or letter and also electronically and use and record electronic information, documents originals and records that you will not object to any electronic records or electronic information being used including without limitation in any proceedings purely because they are in electronic form or because they may not be best evidence available of the matters to which they relate.

### **14. Complaints**

14.1 If you have a complaint about your card, contact Card Services Support in the first instance so that they may investigate it. Card Services Support can provide details explaining the procedures on handling complaints upon request. Following these procedures will not affect your legal rights.

### **15. Uses of Your Information**

15.1 In this clause personal information means:

(a) Information you give us or Card Services Support, or which we or Card Services Support already hold about you, including any phone number you call us from, which we may record;

(b) Information we or Card Services Support receive from enquiries we make so we can deal with any queries in relation to your card; and

(c) Information we receive from anyone who is allowed to give us information about you.

2. We will keep your personal information for only as long as we need to or are allowed to by law. You have certain rights to receive a copy of the personal information we or Card Services Support hold about you. You will be charged no more than £5 for obtaining a copy of this information. Please refer to your Card Distributor for a list of current charges.

3. By activation of this card you are consenting to the use of your personal information as set out in this clause 15. We will process and record your personal information, including details of your transactions for the following purposes:

(a) To manage your card;

(b) To carry out, monitor and analyse our business; and

(c) To ensure compliance with any laws or regulations in any country.

15.4 We may reveal your personal information, including details of your transactions to:

(a) Card Services Support or any person or subcontractor working for us;

(b) Any person to whom we transfer any of our rights or duties to under any agreement we may have with you; and

(c) Anyone you authorise us to give your personal information to. In situations in which the funds on your card are owned by your employer or Card Distributor, we may provide to your employer or Card Distributor personal information including transactional data related to the use of the card by you.

5. So that we and Card Services Support can process, use, record and release personal information, we or Card Services Support may pass your information outside the UK to other countries. We and Card Services Support are responsible for making sure that your personal information continues to be protected during this type of transfer.

6. We may release some personal information about you to fraud prevention agencies. We will tell fraud agencies if you give us false or inaccurate information or we suspect fraud.

7. The fraud prevention agencies will share search details and account information with us and other organisations so that we and they might:

- assess applications for services and manage accounts;

- check your identity to prevent money laundering;

- prevent, detect or prosecute fraud and other crimes; and
- recover and trace debts.

15.8 The fraud prevention agencies will share records with other organisations and will also use personal information for statistical analysis about fraud.

#### **16. Liability of Us, the Card Distributor and Euram Bank to You**

(a) We, the Card Distributor or Euram Bank shall not be liable to you for any direct or indirect loss or damage (other than that which cannot be excluded by law) you may suffer as a result of your use, inability to use your card or any loss or damage you suffer as a result of a third party using your card or PIN.

(b) We, the Card Distributor or Euram Bank shall not be liable to you in any circumstances for any direct or indirect loss or damage (other than that which cannot by law be excluded) that does not arise directly from the matters for which we are responsible or which is beyond our, the Card Distributor's or Euram Bank's reasonable control or which we, the Card Distributor or Euram Bank could not reasonably foresee.

(c) We, the Card Distributor or Euram Bank cannot guarantee that a merchant will accept your card or that we, the Card Distributor or Euram Bank will authorise any particular transaction. We, the Card Distributor or Euram Bank shall not be liable for any direct or indirect loss or damage you may suffer in the event that a merchant refuses to accept your card (in whole or part) or if we, the Card Distributor or Euram Bank cancel or suspend your card.

(d) Unless otherwise agreed by us, the Card Distributor or Euram Bank in advance, any liability the Card Distributor may have to you will be limited to the actual amount of any loss or damage you incur or suffer.

(e) We, the Card Distributor or Euram Bank may, at any time, due to technical, security, maintenance, administration or other reasons, temporarily suspend use of your card for such period as we may require without incurring any liability to you. We will not be liable for any loss, whether direct or indirect, or for consequential loss, or for any inconvenience arising from any failure to provide the service to you as a result of industrial action, power failure, malfunction of our systems, or where the cause is a technical malfunction, or for other causes beyond our reasonable control.

#### **17. Your Liability to Us, the Card Distributor and Euram Bank**

(a) You will be liable to us, the Card Distributor and Euram Bank for (and agree to indemnify us, the Card Distributor and Euram Bank against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we, the Card Distributor or Euram Bank directly or indirectly incur or which are brought against us, the Card Distributor or Euram Bank if you have acted fraudulently or have been negligent or misused your card or PIN or breached these Terms and Conditions including the costs of any legal action taken to enforce this agreement.

(b) We, the Card Distributor or Euram Bank shall not be bound to recognise the interest or claim of any person other than the Cardholder in respect of the available balance on the card, nor shall we, the Card Distributor or Euram Bank be liable in any way for failing to recognise such interest or claim (except as required by law).

(c) No claim by you against a third party may be the subject of a defence or counterclaim against us, the Card Distributor or Euram Bank.

#### **18. Generally**

1. You may not assign any or all of your rights or obligations under these Terms and Conditions but we may do so at any time.

2. Each of these clauses are separate from all other clauses, so that if one clause, or part thereof, is found to be void or otherwise unenforceable, it will not affect the validity of any of the others or part of such clauses.

3. If we do not enforce any of the rights we have under this agreement, or if we delay in enforcing them, that does not prevent us from taking any action to enforce our rights in the future.

4. Upon termination of this agreement, the Terms and Conditions that are capable of continuing to apply will do so.

5. Apart from Euram Bank and your Card Distributor, a person who is not a party to this agreement may not enforce any of its terms.

6. These Terms and Conditions will be governed by, and will be construed in accordance with, the laws of the UK and the Courts of the UK will have exclusive jurisdiction.

7. You and we agree that these Terms and Conditions and any communications between you and us shall be in English.