

## SENATOR CARD GENERAL TERMS AND CONDITIONS

### 1. General provisions

- 1.1. These general terms and conditions (hereinafter: "**Terms**") apply to any holder (hereinafter: "**Cardholder**") of a Senator Card prepaid MasterCard® (hereinafter: "**Card**"). The Terms, together with the Card terms and conditions (hereinafter: "**Card Terms**") you have received with your Card, form the agreement (hereinafter: "**Agreement**"). In any case of any contradiction between the Terms and the Card Terms, the provisions of the Card Terms shall prevail.
- 1.2. The word "you", depending on the context, refers to the Cardholder.
- 1.3. By using your Card, you are demonstrating your agreement to these Terms and the Card Terms, and the Agreement becomes valid.
- 1.4. You will only be able to exercise your rights if you have possession of the Card.
- 1.5. The Agreement is governed by English law, however it falls under the non-exclusive jurisdiction of the Courts of England and Wales.
- 1.6. You may access the Terms at any time by visiting [www.senator.cards](http://www.senator.cards)
- 1.7. The Cards are issued by DiPocket Limited (registered address: 532 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS, United Kingdom; hereinafter: "**DiPocket**").
- 1.8. DiPocket is a financial institution authorized and regulated by the Financial Conduct Authority (registered address: 25 The North Colonnade, London E14 5HS, United Kingdom), which operates on the basis of the E-Money License (firm reference number: 900439) across the European Union.
- 1.9. As an E-Money Institution DiPocket can receive and hold customer funds and process payments upon a customer's request. DiPocket holds customer funds in segregated accounts held at highly rated European banks, meaning customer funds are segregated from DiPocket's own funds. However, funds entrusted by clients to DiPocket are not covered by the Financial Services Compensation Scheme.
- 1.10. At all times the Card remains the property of DiPocket. The Card is neither debit nor a credit card and it is not linked to your bank account. The funds on the Card will not earn any interest. The right of disposal over the balance of the Card belongs to the Cardholder.

### 2. Registration as a customer

- 2.1. To register as a customer, you must have your residential address within the European Union.
- 2.2. By setting up the personalised security features defined below and using the Card, you confirm your intent to register as a customer and your agreement with the terms of the Agreement.
- 2.3. If we must check your identity by law prior to registering you as a customer, we do this based on the information you provide to us during the registration process.
- 2.4. If we are unable to confirm your identity and/or any relevant registration information based on the information provided, we are entitled to ask for any further evidence of your identity, including but not limited to scans of identification documents and proof of address, and/or carry out such further checks as it deems necessary to establish your identity. If we are unable to do this, we may refuse to enable the extra functionality reserved to registered customers and/or inform the appropriate authorities without your knowledge or consent.
- 2.5. If you give us false or inaccurate information and/or we detect fraud, we will record this and report to fraud prevention agencies. We may also block or cancel your Card and terminate the Agreement.

- 2.6. Ordering Cards is possible to the owners of the following valid debit or credit cards: Mastercard, Visa, American Express, Maestro. Our partner in card payments is Barion Payment Zrt. The amount to be paid is included in the order summary and the confirmation letter.

### 3. **Activating the Card**

Before activation, the Card cannot be used for any transactions. When you receive your Card, for security reasons, it will be issued to you in an inactive state. You will need to activate your Card by calling +44 20 376 92805 and following the instructions of the automated voice. At the end of the call you will receive your PIN via SMS.

### 4. **Topping up the Card**

- 4.1. If you register as a customer, subject to eligibility for the Card type you hold we offer several options to top-up your Card, which may include transfers from cards issued by other banks, bank transfers in selected currencies and cash deposits in selected locations.
- 4.2. The electronic money associated with the Card is issued by DiPocket. In all cases funds will be credited to your Card in the amount equal to the amount transferred/deposited, net of applicable fees.
- 4.3. We will credit your transfers (i) from another Card executed via our systems instantly, and (ii) incoming bank transfers and cash deposits as soon as we received them, but not later than 2 business days.

### 5. **Redemption of electronic money**

You may ask us anytime to transfer back the sums belonging to you and held on your Card (the "**Funds**"). The Funds will be transferred to the bank account indicated by you on the same working day. A cash-out fee will apply for transferring Funds.

### 6. **Using the Card**

- 6.1. Card may only be used by the person to whom the Card was issued. The Cards are non-transferable, and you are not permitted to allow any other person to use the Card, and you are not allowed to disclose the Card security information for executing a transaction. Prior to use, the Card should be signed on the signature strip located on the back of the Card.
- 6.2. You can use your Card at all locations that display the MasterCard® acceptance mark – in accordance with the usage rules of the country in which you are using the Card, or online, within the limits (per transaction, daily, monthly, annual) applicable to your Card for that type of usage.
- 6.3. Certain types of Card may however be limited in their functionality and acceptance – for instance they may not have contactless functionality, may be only usable in the country of issue or may not be enabled for cash withdrawals.
- 6.4. All transactions require authorisation. Authorisation is also your instruction for us to carry out a transaction. In general, we will not authorise a transaction if the balance on your Card is insufficient to cover the transaction and any related transaction fee. If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on your Card (hereinafter: "**Shortfall**"), we will seek reimbursement of the Shortfall from you immediately. We may restrict or suspend your Card until the reimbursement of the Shortfall.
- 6.5. We assume that the Card transaction was authorised by you in the following cases:
  - a) For a contactless transaction:
    - i. below the limit applicable in the country where you are using the Card (hereinafter: "**Contactless Limit**"), a transaction is deemed authorized upon transmission of the details

- of the Card that are required to execute the transaction, by placing the Card in the proximity of the device that allows for reading the data saved in the Card contactless module; and
- ii. In excess of the Contactless Limit, the transaction is deemed authorized by entry of the PIN number to the acceptance terminal. Please note that in certain places contactless transactions with PIN are not available, and you may have to insert the Card in the payment device to authorize it with the PIN.

b) For other transactions:

- i. the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device; or
- ii. the Card PIN was entered; or
- iii. the relevant information was supplied by you, for example providing the retailer with the 3-digit security code on the back of your Card in the case of online purchases.

## **7. Outgoing transfers**

- 7.1. You have the option to transfer the Funds to a bank account or – depending on the due diligence level of your Card – to another Card. In this case you must nominate a bank account or Card to which any Funds should be transferred.
- 7.2. If you instruct us to make a transfer from your Card to another Card, the requested amount will be debited from your Card and credited to the Card or bank account you have instructed us to transfer your available Funds or part of your available Funds to. You will incur a fee for this transaction. Please refer to the Tariffs Table. A transfer can only be made if the fee of the transaction is deductible from the available balance of the Card, if the transaction is considered secure and the technical conditions are provided.
- 7.3. If you ask us to transfer Funds in a currency other than the Card currency, a foreign currency exchange fee will be applicable.

## **8. Fees and foreign currency exchange rates**

- 8.1. The fees associated with this Card form an integral part of the Terms.
- 8.2. You can find the Tariff Table which contains our fees by visiting [www.senator.cards](http://www.senator.cards)
- 8.3. You should be aware that other taxes or costs may exist that are related to the Card but are not paid via us or imposed by us.
- 8.4. All payments made by using your Card will be cleared in the currency of the Card.
- 8.5. If you make a payment with your Card in a currency different from the currency of the Card, the amounts will be converted by MasterCard® on the date they process the transaction, using the exchange rate they use for all such currency conversions. This means the exchange rate may differ from the rate on the date you made the payment, if the payment is processed by MasterCard® after that date. The foreign exchange rate used by MasterCard® can be found on <https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>. We also charge a fee based on the payment amount, as shown in the Tariff Table.
- 8.6. Card terminals may offer you the option of seeing the payment amount or withdrawal in the currency of your Card or in a currency other than the cash withdrawal or purchase currency, and allow you to choose to pay that amount in that currency. The exchange rate used for this will generally be provided by the operator of the terminal or ATM, so it won't be under our control and won't be covered by our Tariff Table. Please check at the ATM, the terminal or with the respective operator the exchange rate before authorizing the transaction.

## **9. Balance and statements**

- 9.1. Please make sure that you have sufficient available balance on your Card to pay for each purchase or cash withdrawal with the applicable transaction fees before using the Card.

9.2. You may check the balance available on your Card on [www.senator.cards](http://www.senator.cards) or via the Senator Card Wallet application. Additional options to check your Card balance and transaction history may be available to you depending on your Card type.

9.3. Upon your request we will provide you with additional statements and/or transaction records.

## 10. Keeping your Card safe and fraud prevention

10.1. You must keep safe at all time your Card details – including PAN (the 16 digits number embossed on the front of the Card), expiry date, CVC (the 3 digits number, displayed on the back of the Card), PIN (Personal Identification Number), and any passwords and devices you use to access security details of the Card by any method (together the “**Personalised Security Features**”) – in a way so others cannot have access to them. This also includes any Card details in electronic wallets, on retailer’s websites or on devices such as mobile phones. If you have registered a Card on a device or within an e-wallet this will include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device. Please note that not all Personalized Security Features may be applicable to your Card.

10.2. We will never contact you to request any of your Personalised Security Features and we will not ask anyone else to do so on our behalf. If you receive such a request it is likely to be fraudulent and you must not supply any of your Personalised Security Features in any circumstances. You should report any such activity to us immediately. Treat e-mails received from senders claiming to be us with caution and be wary of emails asking you for any Personalised Security Features.

10.3. When you call us, we may need to identify you, depending on the nature of your query. We may do this by asking for certain information (such as answers to questions) known only to you and requesting random digits of certain passcodes or passwords, but we would never ask you for a full PIN or passcode. You must not give these to anyone who asks for them.

10.4. You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with your Card. Any disputes about purchases or payments made with the Card must be settled with the goods or service provider concerned.

10.5. We may block or restrict your Card or PIN on justified grounds relating to the following reasons:

- a) the security of your Card, card number or PIN;
- b) the suspected unauthorised or fraudulent use of your Card or PIN. We will, if possible, inform you before blocking, or restricting your Card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so, then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so;
- c) situations where it is not possible for the supplier to obtain online authorisation to confirm that you have sufficient balance for the transaction. For example: transactions on certain trains, ships, and some in-flight purchases, and
- d) purchases at service stations when the merchant verifies your PIN with us without providing the final amount of your purchase.

10.6. When we suspect there may be an attempt to use your Card fraudulently, we may ask you to confirm a transaction prior to or after authorising it. Authorisation for a transaction may not be withdrawn or revoked by you.

10.7. **If you become aware of the loss, theft or misappropriation of your Card or of its unauthorized use, call us straight away on +44 20 376 92805.**

## 11. Chargebacks

You may demand from us the return of the amount of an authorized transaction initiated by or via the recipient within 8 weeks from the date of the transaction, if such transaction was already executed while:

- a) the amount of the transaction was not determined precisely when it was being authorized; and
- b) the amount of the transaction is higher than the amount you could expect, taking account of the type and value of previous transactions, provisions of the Agreement and any significant circumstances of the case.

## **12. Our liability towards You**

- 12.1. Within the limits permitted under the applicable laws, and subject to the limitations defined in this Agreement, we are liable for due performance of our obligations set out in this Agreement.
- 12.2. In so far as this is not a result of our negligence, we will not be responsible nor liable for a retailer's failure to or delay in accepting your Card nor for an ATM failing to issue cash. In these circumstances, we will not be liable for the way in which you are told about any refusal or delay.
- 12.3. Where a retailer provides a refund for any reason (for example, if you return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to your Card.
- 12.4. You will not be able to use your Card to make any purchases from some retailers; such retailers have been blocked by our systems in order to prevent the potential use of cards for unauthorized or unlawful activity.
- 12.5. In so far as this is not a result of our negligence, we are not obligated to authorise a transaction where a system problem occurs or events outside our reasonable control arise. In addition to that we are not obligated to authorise a transaction where we are concerned about misuse of your Card. We shall not be liable to you when a transaction is not authorised in these circumstances and/or if we cancel or suspend use of your Card.
- 12.6. In so far as this is not a result of our negligence, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your use of, or inability to use, your Card, or as a result of the use of your Card by any third party.
- 12.7. You cannot claim a loss or damage from us if:
  - a) you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit – we will not be liable for these in any circumstances;
  - b) you have acted fraudulently or with gross negligence;
  - c) you are in breach of the Agreement, or provided DiPocket with any incorrect information if there is a clear causal link with the damage; or
  - d) our failure was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow our obligations under the Agreement despite our best efforts to do so, for example, a hardware breakdown, strike, or a major problem with a payment system.
- 12.8. None of the exceptions set out in section 12.7. will apply, and nothing else in the Agreement will stop us being liable, if:
  - a) we act fraudulently,
  - b) we act with gross negligence, or
  - c) we are at fault and the law does not allow us to exclude or limit liability.

## **13. If something goes wrong**

- 13.1. If you lose your Card or it is stolen or damaged, or if you believe you did not authorise a particular transaction or that a transaction was incorrectly carried out, please contact our Customer Services immediately but not later than 8 weeks of the amount being deducted from the Card. Following satisfactory completion of the verification process, we will immediately block the Card to prevent its further use. Depending on the circumstances, we may require you to complete a dispute declaration form.

- 13.2. We will refund any unauthorised or incorrectly executed transaction immediately unless We have reasonable grounds to believe that the incident may have been caused by a breach of the Agreement. We shall not be held liable for a transaction that has been incorrectly executed if you have failed to notify us of a problem within the deadline. In those circumstances, you may be held liable for all expenses.
- 13.3. If Our investigations show that any disputed transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for costs of the investigation carried out by us in relation to the transaction.
- 13.4. If your Card is used without your permission, or is lost, stolen or if you think the Card may have been misused, we may disclose to law enforcement agencies any information which we reasonably believe may be relevant.
- 13.5. In certain circumstances, a transaction will be initiated but not fully completed. This may result in the value of the transaction being deducted from the Card balance and therefore unavailable for use. In these cases, please contact our Customer Services team and present relevant evidence to show that the transaction has been cancelled or reversed.
- 13.6. We may refuse to complete a transaction that you have authorized, if:
- a) We are concerned about the security of your Card or we suspect your Card is being used in a fraudulent or suspicious manner;
  - b) there are not sufficient balance to cover the transaction and all associated fees at the time that we receive notification of the transaction;
  - c) there is Shortfall on the balance of your Card;
  - d) we have reasonable grounds to believe you are acting in breach of this Agreement; or
  - e) there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 13.7. We may charge you each time we notify you that your payment request has been refused.

#### **14. Changes to the Agreement**

- 14.1. Provided we give you notice in advance, we can change any part of the Agreement, only to the extent necessary, if at least one of the below material circumstances occurs:
- a) a change of our commitment to the creation of reserves or the enactment of allowances not provided for in the legislation at the date of conclusion of the Agreement;
  - b) fees or taxes or other costs are imposed, that were not provided for in the legislation at the date of conclusion of the Agreement;
  - c) a change in the legal provisions governing the financial sector or a change of recommendations or good practices by supervising institutions or of provisions connected with the financial sector, which impact the mutual rights and obligations of the parties to the Agreement that were not in force at the date of conclusion of the Agreement;
  - d) the introduction of new services or removal or change of features of the existing services as well as introduction or change of the trade name of such services (in the case of a change of the scope or manner of providing the services consisting in changing the features of the existing services or the introduction of new products, the user will not be obliged to use such services and incur the costs on such account unless the user submits a separate declaration of will in this respect).
- 14.2. If you are not happy with the change, you can let us know that you are not happy with the change and would like to cancel your Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date on which the changes take effect.
- 14.3. If you do not end the Agreement by taking the steps above, you will be deemed to have accepted the changes after the end of the one months' notice.

#### **15. Termination of the Agreement, cancellation of the Card**

- 15.1. The Agreement expires on the Card expiry date, unless we issue a new Card for you on your request or upon discretionary basis, if there are Funds remaining on your Card on the expiry date. If you have been issued with a replacement Card at the expiry date of your Card, any available Funds will be transferred to the replacement Card after deducting the applicable fees.
- 15.2. The Agreement can be terminated at any time by you, or by us in accordance with the processes set out below.
- 15.3. If you wish to, you cancel your Card at any time. In addition, as a consumer, you have a period of 30 days from the date you have concluded the Agreement to tell us that you would like to withdraw from it, without giving any reason, and without incurring any charges or fees other than for the services commenced upon your request or services already provided. If you withdraw from the Agreement, the Agreement is considered not concluded, and all your Funds will be returned to you within 10 days from such withdrawal. You must nominate a bank account to which any Funds should be transferred. If you ask us to transfer Funds in a currency other than the Card currency, a conversion fee may be applicable on top of the applicable cash-out fee.
- 15.4. We may end the Agreement immediately (and cancel your Card) if we have reasonable grounds for thinking that you have done any of the following things, which you must not do:
  - a) you violate the provisions of the Terms;
  - b) you put us in a position where we might break a law, regulation, or other duty that applies to us if we maintain your Card;
  - c) you give us any false information at any time;
  - d) you commit (or attempt) fraud against us or someone else;
  - e) you use (or allow someone else to use) your Card illegally or for criminal activity (including receiving proceeds of crime on your Card);
  - f) you inappropriately let someone else use your Card.
- 15.5. We can also end the Agreement immediately and cancel your Card if:
  - a) we reasonably believe that maintaining your Card might expose us to action or censure from any government, regulator or law enforcement agency;
  - b) we find out that you are no longer eligible for it (for example, through residence status). We will try to tell you in advance if this happens, but if by continuing to offer you the Card we would break any rules or laws, we would have to cancel it or block it immediately.
- 15.6. We will notify you on the termination of the Agreement or the cancellation of your Card according to our possibilities and call you to decide where to transfer the remaining Funds.

## **16. Customer support**

- 16.1. - Phone +44 20 376 92805 to report lost and stolen cards, to activate your Cards and to receive a PINs and to ask for card balances.  
- E-mail: For additional information about the use of the Cards, or if You have any enquiries or questions regarding Your Card, please send email to [help@senator.cards](mailto:help@senator.cards)
- 16.2. We strive to acknowledge all complaints received within 24 hours of receipt. If a complaint is received during a bank holiday or weekend period, the complaint will be acknowledged within 24 hours of the return to work of staff, i.e., if a complaint is received by e-mail on a Sunday, it will be deemed to have been received at 9 am on the following Monday. If it is not possible to respond with a detailed, substantive reply within 24 hours of receipt of the complaint, a further communication will be provided within 5 business days. We will send our final response within 15 business days. In unusual circumstances, where the answer cannot be given within the normal timeframe for reasons beyond our control, we will explain the reasons for the delay and provide a final response no later than 35 business days and tell you that you may be able to refer your complaint to the Financial Ombudsman Service.
- 16.3. The Financial Ombudsman Service is a free, independent service, which might be able to settle a complaint between you and us. You can take your complaint to them if you are not satisfied with our efforts to deal with it or if we have not completed our investigations within six months of your complaint. The contact details are: The Financial Ombudsman Service, Exchange

Tower, London E14 9SR; phone 0800 023 4 567 (+44 20 7964 0500 from abroad), website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

17. The website [www.senator.cards](http://www.senator.cards) is operated by Peak Card Services Ltd.