

Zempler Bank Currency Card Terms and Conditions

The following Terms and Conditions apply to your Zempler Bank Ltd (“Zempler Bank”) currency account and related debit card (“Card”) issued to you by Zempler Bank. Your Card can be used to purchase goods and services and withdraw cash at relevant ATMs.

These Terms and Conditions apply to you, the cardholder and to any permitted additional cardholder. Your Card account will have a primary Card (“PC”) and can have additional Cards (“ACs”) associated to it. The term “Card” refers to both the PC and any AC.

Contact Information

The Card is issued and serviced by Zempler Bank (“we”, “us” or “our”). You can contact Zempler Bank by:

Our Website, Telephone and Post: See the contact details on Our website.

1. Fees and Charges

1.1 All Fees and Charges relating to the Card are detailed in the Fee Summary at the end of these Terms and Conditions. By applying for your Card you agree to pay all applicable fees you may incur whilst using your Card.

2. Applying for a card

2.1 To apply for a Card you must be resident in the UK and at least 18 years old. Additional cardholders must be at least 13 years old.

2.2 You will need to verify your identity and address by providing us with satisfactory documentation as set out on our website

2.3 PO Box, mailbox addresses and virtual addresses are unacceptable. If a Card account is opened using such an address, or an existing Card account’s address is changed to such an address it will be blocked without reference to you. You must give the address at which you live.

2.4 By applying for and/or activating your Card, you are agreeing to these Terms and Conditions.

2.5 Where applicable and subject to the limit stated in Clause 3.2, you can apply for ACs. Each AC holder will be deemed to agree to the Card Terms and Conditions and acknowledges that the PC holder will have access to the details of all transactions made using their AC. Failure of an AC holder to comply may result in their Card being blocked without reference to the PC holder.

3. Card limits and usage

3.1 The base currency for the Card is Euro or US Dollar (as applicable) and payment onto the Card must be in the relevant base currency. All transactions in other currencies will be converted into Euro or US Dollar, as applicable.

3.2 Maximum card limits

	Euro Card	US Dollar Card
Maximum Balance	€5,000	\$7,500

Maximum Spend Per Transaction	Available to Spend Amount	Available to Spend Amount
Maximum ATM withdrawal Limit Per Day	€500	\$500
Maximum Annual ATM Withdrawals	Unlimited	Unlimited

- 3.3 Funds can be paid in by transfer from a linked Zempler Bank current account. Funds should be available on your Card within 30 minutes.
- 3.4 **Funds on your Card will not earn interest.**
- 3.5 **Quasi-cash purchases include merchandise and services provided by financial institutions such as Travellers Cheques, foreign currency, loan fees and financial counselling service fees.**
- 3.6 You can use your Card with your personal identification number ("PIN") to withdraw cash from ATMs and at bank counters, where the bank permits it. A withdrawal fee may apply (see Fee Summary).
- 3.7 We may i) block, ii) decline or iii) apply special security procedures in respect of transactions, by category, location or merchant, where fraud is suspected.
- 3.8 If you wish to use your Card for pay-at-the-pump fuel or car hire You must contact Customer Services who will advise whether this facility is available to you. As the exact amount of some transactions is unknown at the time of authorisation, You agree for us to i) put a block on your Card of £99 in respect of pay-at-the-pump transactions or ii) block an amount on the Card as requested by a merchant in respect of transactions including, but not limited to, hotel reservations and car hire. Any such block will last until the transaction is confirmed by the merchant.
- 3.9 If you wish to find out details of transactions on or information about or view/amend features of your Card you can do so 24/7 via Online Banking and/or the Mobile App.
- 3.10 Payments using your Card will be made using the Mastercard acceptance scheme. Where a transaction is made in a currency that is not your Card's base currency (i.e. not Euro or US dollar), the relevant exchange rate will be the wholesale rate applied by Mastercard on the transaction date, plus the relevant Purchase transaction currency fee set out in the Fee Summary.
- 3.11 Funds to cover authorised transactions will be paid over to the merchant acquirer within one business day following the receipt by us of the instruction to make payment. The receipt time of a transaction will be as follows: for purchases and ATM transactions, at the time we receive the transaction instruction from the merchant acquirer or ATM operator; for other transactions which are communicated directly to us, at the time you ask us to complete the transaction.
- 3.12 Any refunds for goods and services purchased with your Card will be made in accordance with the refund policy of the provider. Once we receive the funds, we will post the refund immediately.
- 3.13 If the "available to spend" amount on a Card is less than the purchase value of an item, some Merchants may not allow the cardholder to combine multiple payment types to complete the transaction.

- 3.14 If you are eligible and have requested additional cardholders on your Card account, we require them to provide proof of identity and address.

4. Keeping your card and PIN safe

- 4.1 When you use your Card to pay for goods and services, you may need to enter your unique PIN provided by us. Once your PIN has been accepted the transaction or withdrawal cannot be cancelled by us.
- 4.2 Keep your PIN safe, by memorising it, never disclosing it to anyone, or by letting anyone see you enter it. We recommend you do not write it down. If you do write your PIN down or disclose it to any other individual, you may be held liable for any fraudulent transactions made using your card.
- 4.3 If you suspect that someone else knows your PIN, change it as soon as possible. If you are not able to do so, please contact us immediately to discuss. Additionally, you should check recent transactions and monitor transactions using Online Banking and/or the Mobile App. If you do not recognise a transaction, then report it to us immediately (see Clause 6 below).
- 4.4 Keep your Card safe at all times and never give it to anyone.

5. Reporting lost and stolen cards

- 5.1 If your Card is lost, stolen or you suspect it is being used in an unauthorised manner please call customer services immediately using the telephone number provided online. We will take immediate action to protect the money on your Card and may ask you to complete a declaration form and return it to us promptly. Alternatively, you can temporarily block the Card using Online Banking and/or the Mobile App.
- 5.2 If we need to tell you that there has been (or we suspect that there has been) fraudulent activity on your account or Card, or that the security of your Card or account may be at risk, we will contact you by SMS or push notification and ask you to contact us at your earliest convenience.
- 5.3 If there is money in your Card account, we will cancel your Card and issue a new Card to your current address within seven days. A Card replacement fee will apply (see Fee Summary).

6. Reporting unauthorised transactions or disputed transactions

- 6.1 For information on reporting transaction disputes, see the website.
- 6.2 If you believe that any of the transactions on your Card were unauthorised or incorrectly posted to your Card account, you must notify us by contacting Customer Services as soon as you become aware but not later than 13 months of the date of the debit to your Card account. If the transaction is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire or a hotel reservation) and the transaction amount appears incorrect, you must notify us within eight (8) weeks of the date of the debit to your Card account.
- 6.3 Unless we have reason to suspect fraud by you, or that you have failed to comply with these Terms and Conditions with intent or gross negligence, we will refund the amount of the unauthorised or incorrect transaction(s).
- 6.4 Where you have made an authorised transaction but have a dispute with the merchant, we will require your written confirmation of the disputed transaction within 120 days of the transaction date, by completing the form on the online servicing site and/or the mobile app. Alternatively, you can contact Customer Services, in writing or by

telephone, to notify us and request a form to complete. If i) written confirmation is not received or ii) a refund is made in respect of a transaction that later turns out to be genuine, we will re-deduct the amount of the transaction from your Card plus, in the event of ii) only, we will charge you a fee of £20.00. Please note that any cash withdrawals will not be covered under the Mastercard scheme regulations.

- 6.5 If our investigations show that there have been unauthorised or incorrectly executed transactions on your Card then, provided that your claim is made within the time limits specified in 6.2 you will not be liable for such transactions.

7. Advising of changes to personal details or financial situation

- 7.1 If you or an additional cardholder change name, address or contact details such as telephone numbers or email address you must notify us within 14 days of the change.
- 7.2 It is also important to notify us without delay of any changes to your circumstances that may affect the running of your Card account, by contacting Customer Services, using the contact details on our website.

8. What will happen when your Card expires

- 8.1 Your Card may be automatically renewed at our discretion. Unless requested otherwise, this will be on the same pricing plan as the expiring Card.
- 8.2 The Card replacement fee (see Fee Summary) will be charged within seven days of issue of your replacement Card.

9. Protecting your personal data

- 9.1 We are the data controller of personal data provided to us in connection with your application, your Card and, where you consent that we collect for marketing purposes. We may use third parties to process personal data on our behalf. Such third parties may include our creditors or potential transferees of our rights and obligations under this agreement.
- 9.2 The personal information we have collected from you will be shared with fraud prevention agencies (FPAs) who will use it to prevent money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further information of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our **Privacy Policy**. Our Privacy Policy is available at: <https://www.zemplerbank.com/policies/privacy-policy/>
- 9.3 We will process and retain personal information in order to open and manage your Card account and to deal with any enquiries you have about it. The types of personal data processed will include: name, address, data of birth, contact details, financial information, employment details, device identifiers (including IP address and vehicle details).
- 9.4 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information. Decisions may be made by automated means.
- 9.5 If false or inaccurate information is provided and fraud is identified, we may pass details to fraud prevention agencies, including Cifas ("FPAs").
- 9.6 Law enforcement agencies may access and use this information in order to detect, investigate and prevent crime.

9.7 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details for job applicants and employees

9.8 When we and FPAs process your personal data, we do so on the basis we have a legitimate interest in preventing fraud, money laundering, and to verify identity. These processes are carried out in order to protect our business, our customers, and to comply with regulatory requirements. Please contact Customer Services, using the contact details on our website, if you want to receive details of relevant FPAs and/or contact our Data Protection Officer.

9.9 Personal data may also be transferred confidentially to other organisations within the Zempler Bank Ltd group of companies and to relevant third parties so that we can run your Card account.

9.10 If you consent to receiving marketing information via email, mobile phone, phone and/or mail (for example, during the application process), We and third parties, with whom we may share personal data, may from time to time contact you with details of products and services we think may be of interest to you. If you do not want us to share personal data or to receive such communications, please advise Customer Services.

9.11 We may share data about your Card account including Account Number, expiration date and Card account status with other members using the Mastercard Automatic Biller Updater service.

9.12 We may gather device-specific data about you from our website, online servicing site and mobile app (such as Your location, mobile phone number, hardware model, operating system, advertising identifier, unique application identifiers, unique device identifiers, browser type, language and wireless network) and share with relevant third parties for operational purposes. By using the Mobile App, you consent to the use of your personal data in this way.

9.13 To facilitate the processing of payments, we may share your Card account information with specified third parties strictly in accordance with any nationally published Code of Conduct or similar, relating to the receipt and dispersal of government benefits.

9.14 If you disclose your login information for Online Banking and/or the Mobile App to any other individual or organisation (including account aggregation services), you may be held liable for any fraudulent activity that may arise.

10. **Who is running your Card**

10.1 Your Card is issued and serviced by Zempler Bank Ltd, which is authorised by the Financial Conduct Authority with Firm Reference Number 671140. Zempler Bank Ltd is registered in England and Wales at Cottons Centre, Cottons Lane, London SE1 2QG (No.04947027).

11. **The law that applies**

11.1 English law applies to these Terms and Conditions and English courts will deal with any legal proceedings between us. All communications relating to your Card will be in English.

12. Rights and obligations

12.1 This agreement remains in force until and unless cancelled in accordance with Clauses 12.2(i), 12.2(ii), 12.5(b) or 12.5(c) below.

12.2 You have the right to:

- (i) withdraw from this agreement without cause and without penalty for a period of 14 days from the date of your first transaction on your Card. To do this you can write by letter or call Customer Services.
- (ii) close your Card account at any other time. To do this you can write by letter or call Customer Services. Please note that we will wait 10 days for transactions to be processed. Once all transactions and fees have been deducted, any balance on your Card will be returned to you subject to you having provided satisfactory confirmation of your identity and address (where applicable). As this process may take up to 30 days you may prefer to withdraw funds by ATM or by making purchases. A cancellation fee will apply (see Fee Summary) unless i) the cancellation occurs 6 months or more after opening your Card account, ii) we have terminated your right to use the Card or iii) the Card account closure follows a change in these Terms and Conditions.
- (iii) know more about the information We pass to third parties or that is held by FPAs, or to obtain a list of the third parties with whom we share information.
- (iv) receive details of the personal data we hold about you.
- (v) receive a copy of these Terms and Conditions at any time, a copy of which will be made available on Online Banking.
- (vi) If we are unable to resolve any complaint through our internal complaints procedure, and you are eligible, contact the Financial Ombudsman Service at: **Address:** Exchange Tower, London E14 9SR; **Telephone:** 0800 023 4 567 (free from most landlines but charges may apply if using a mobile phone), **Mobile Phone:** 0300 123 9 123 (calls by mobile cost no more than a national rate call to an 01 or 02 number); **E-mail:** complaint.info@financial-ombudsman.org.uk. A copy of our complaints procedure is available on request.

It is your responsibility to make additional cardholders aware of these Terms and Conditions and of the Terms and Conditions relating to enhanced online transaction systems, which may include a one-time password as well as Mastercard or other third party authentication systems. Please note: Additional cardholders will have access to statement information only via the automated telephone service, via Online Banking and/or the Mobile App.

12.3 You must not spend more than the Available to Spend amount on your Card. Any attempt to do so may result in us taking criminal and/or civil action against you.

12.4 (a) Under certain circumstances including, but not limited to, where we suspect fraud or money laundering, or where you have exceeded or would exceed transaction or Card limits we have the right, without notice to:

- (i) decline funds paid-in and/or transaction(s),
- (ii) charge any fees due on any Foreign Currency Card to a linked Zempler Bank Account where insufficient funds exist in the Foreign Currency Card to pay them.

(b) Subject to giving You 90 days' notice, we have the right to terminate a Card that has been issued and/or close a Card account.

(c) We may at any time and without notice suspend, restrict, block or cancel your Card or Card account, or refuse to issue or replace a Card for reasons relating to the following:

- (i) We discover that any of the information that you provided to us when you applied for the Card or during the management of the Card account was materially incorrect or false;
- (ii) We are required to do so to comply with any applicable regulations or legislation;
- (iii) you die;
- (iii) If you have not complied with these Terms and Conditions;
- (iv) If we have reason to believe that you have used, or intend to use, your Card in a grossly negligent manner or for a fraudulent or otherwise unlawful purpose;
- (vi) If you use racist, threatening or abusive behaviour towards our staff, or harass our staff (including via social media).

If we take any of the steps referred to in Clause 12.5, we will notify you as soon as we can or are permitted to do so after we have taken these steps. We may ask you to stop using your Card and return it to us or destroy it. We will issue you with a replacement Card if after further investigations we believe that the relevant circumstances (as set out in Clause 12.5(c)) no longer apply.

12.6 We also have the right subject to 60 days' notice to change the Card Limits (see Clause 3.2) and Fees.

12.7 Right of offset

- (i) If any accounts you hold with us are in credit, and you have failed to pay us any amount which you owe on any other accounts you hold with us (including those in different currencies) we may use this money, subject to allowing for essential living costs, to reduce or repay the amount which you owe us.
- (ii) We will not use our right of set-off (a) against any money which we hold in a Card account in your name which you have advised us is not yours or (b) in any way that contravenes any law, regulation, code of conduct or industry guidance.
- (iii) If we exercise our right of set-off we will advise you as soon as possible thereafter.

12.8 Subject to giving you 60 days' notice we may i) assign the benefits and burden of these Terms and Conditions to another organisation at any time, and/or ii) transfer the outstanding balance on your Card to a new organisation other than Zempler Bank. If we do not hear from you prior to the expiry of the 60 days we will assume you are agreeable to the change.

12.9 These Terms and Conditions will continue even if we take action in respect of Clauses 12.5-12.8 inclusive.

12.10 In the event of Card account closure we may refund any amount outstanding on a Card in the currency of that Card.

12.11 For the purpose of fraud prevention, we may use and store information relating to the details of the device and network and linked devices that you use to contact us when applying for, and/or managing your Card.

13. **Liability**

13.1 If something which we are not reasonably able to control, including but not limited to defects relating to the Card, stops or delays us from doing something we are supposed to do under these Terms and Conditions, we will not be responsible for any loss which you may suffer.

13.2 If you are affected by something which is our fault, we will only be responsible for financial loss you suffer as a direct result up to a maximum of the balance on your Card and not for any other loss whatsoever (for example, loss of reputation).

13.3 Provided you have not acted fraudulently or with gross negligence, your maximum liability for any transactions or fees incurred on your Card if someone else uses your Card before you report it lost or stolen will be £50.00. "Gross negligence" could include keeping your PIN close to your card, so that both are easy to use by a third party.

13.4 You will be responsible for i) any unauthorised activity if you act fraudulently or with gross negligence and ii) any loss or fraud that results directly from your failure to advise us promptly of any name, address or contact details changes.

13.5 You will be responsible for the authorised use of your Card account by any ACs and for any applicable fees or charges that the additional cardholders may incur. You can cancel or temporarily block the use of an AC on your Card account at any time by contacting Customer Services and/or visiting Online Banking site.

13.6 In the event that you do not use your Card in accordance with these Terms and Conditions or we find that you are using the Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Card and to recover any monies owed as a result of your activities.

13.7 We accept no responsibility or liability for the goods or services that you purchase with your Card or for any product or service discounts arising from the purchase with your Card.

13.8 We accept no responsibility or liability for a merchant refusing to accept your Card or failing to cancel an authorisation.

13.9 **We are covered by the Financial Services Compensation Scheme (FSCS), which is the UK's deposit guarantee scheme. If we are unable to meet our financial obligations, you may be entitled to compensation from the FSCS.**

13.10 The FSCS only protects certain depositors and there are maximum limits on the amount of compensation that can be claimed. More information is available on our FSCS Information Sheet and Exclusions List (you can request a copy of this from customer services at any time) or at www.fscs.org.uk.

14. **How will you know about changes to these Terms and Conditions**

14.1 Changes to these Terms and Conditions including changes to the figures in the Fee Summary and Clause 3.2 will be posted on Online Banking and the Mobile App. Except in exceptional circumstances, e.g. customer fraud or a security breach, we will give you at least 60 days' notice of any material change. Changes will be deemed to have been accepted unless you notify us otherwise before the proposed date of the change. Rejection of any proposed changes will amount to rejection of these Terms and Conditions and notice of termination without charge.

	Euro Card	US Dollar Card
Monthly fee	FREE	FREE
Purchase transactions in card's currency	FREE	FREE
Card issue fee	FREE	FREE
Additional Card	€ 7.50	\$10.00
Card Renewal	€ 4.95	\$4.95
Card issue fee (replacement)	€ 7.50	\$7.50
Depositing funds	FREE	FREE
ATM withdrawals ¹ : in card's base currency (Not in Card's currency)	FREE (€4.00)	FREE (\$3.00)
Cash withdrawals at bank in card's geographical area (out of card's area)	€4.00 (€4.00)	\$3.00 (\$3.00)
Fee for Purchase transactions not in card's currency ² (including Sterling)	2.99% of amount withdrawn/spent	2.99% of amount withdrawn/spent
Cancellation fee where applicable (for refund of cash value in the Card account)	€ 10.00	\$15.00

1 Some financial institutions or associations may charge additional fees. Please check at the time you withdraw or deposit funds to Your Card account.

2 Transactions in any currency other than Your card's will be converted to Euros/US Dollars at the exchange rate applicable at the time (see Clause 3.10).