

BC PREMIER CURRENCY ACCOUNT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO YOUR BC CLUB CURRENCY ACCOUNT WHICH IS AN E-MONEY ACCOUNT ISSUED IN THE UNITED KINGDOM.

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING YOUR MEMBERSHIP AND/OR ACCOUNT, YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU SHOULD NOT USE YOUR ACCOUNT.

Your e-money Account is issued by and is the property of Nvayo Limited, a company incorporated in England & Wales with company number 06035209 whose registered office is at 38 Chancery Lane, London, WC2A 1EN ,UK, is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011, reference number 900005 for the issuing of electronic money and payment instruments.

Where referring to “We” or “Us” this is considered to mean Nvayo Limited.

YOUR ACCOUNT IS NOT TRANSFERABLE. THIS ACCOUNT IS ISSUED UNDER THE LAWS OF UK AND ANY COUNTRY OF USE. THIS AGREEMENT AND YOUR ACCOUNT ARE UNDER THE EXCLUSIVE JURISDICTION OF ENGLAND AND WALES.

ABOUT YOUR CURRENCY ACCOUNT

All monies funded to your Account(s) are held in segregated custodial pooled accounts on your behalf at one of Nvayo’s banking partners and can be redeemed at any time upon request for the current monetary value held, subject to local laws and exchange regulations. The accounts are held for the purposes described in this Agreement which includes deposits, payments, adjustment of balances for corrections, Account transactions, fees, and other actions described herein.

IF YOU HAVE ANY QUERIES OR COMPLAINTS PLEASE CONTACT YOUR CLUB MEMBER SUPPORT TEAM (SEE DETAILS BELOW).

FEE SCHEDULE	
Euro (€) Wallet - default	Included
Pound Sterling (£) Wallet	
U.S. Dollar (\$) Wallet	
Transfer to another member, fee is charged to the sender	1.0%
Foreign Currency Exchange Fee*	3.0%
Max Account Deposit Limit Per Day	€200,000
Basic Outbound Bank Transfer Fee† Minimum €20†† or the higher of:	2.0%

Payment dispatched within 3 business days from complete instructions received by 13:00 UK-time	
Expedited Outbound Bank Transfer Fee [†] In addition to Basic Outband Fee the greater of: Wire dispatched the same business day for complete instructions received before 13:00 UK time	€15 ^{††} or 1.0%
Wallet Account Load Fee - Bank Transfer Debited at time transfer is credited to your account	7.5%
Account Inactivity Fee applied 90 days after the last balance changing transaction, excluding fees, charged in the 4 th month on the 1 st day of the month and the 1 st day of month thereafter until Account is active or funds have been depleted.	€30 ^{††}
Account Investigation Fee	€50 ^{††}
Account Cancellation Fee	€100 ^{††}
Account Overdrawn Fee Minimum of €50 per month or the higher of:	3.0% per month
Express Shipping	€8.75 ^{††}
Airport Lounge Access	€45 ^{††}

[†]All wire transfers are subject to applicable laws and originating/receiving bank restrictions and fees.

^{††} Fee will be deducted in the currency of the Wallet from which the transaction is originating in the amount of the EURO equivalent plus FX.

*Foreign Currency Exchange fees are based upon our service providers costs. The fees we charge are in addition to our service provider fee

** Check for current account load apps availability at BCClub.co.

For more information about using your account, account features, and account limitations, please refer to BCPremier.co/policy.

Funds may be transferred to your Account by BC Premier (“Club”) if instructed by you. We will notify you when other methods of depositing become available. We will load deposits to your EURO wallet.

You may not load your Account by sending cash or a cheque directly to Club or Nvayo Limited.

For more information on loading funds to your Account, contact the Club Member Support Team (see below)

Your Account is part of your Club Membership and subject to the terms of the agreement between you and Club. By using the Account, you expressly authorise Nvayo and its appointed service providers to transfer funds from your Account to an account operated by Club for payment of services you have ordered from Club. Refer to your Club Membership Agreement for an explanation of transfers.

If you terminate your membership of Club, we will automatically close your Account and send the remaining balance to an account you nominate. We may request proof from you of the account name. A Cancellation Fee will be assessed against your Account prior to closing. You can redeem any outstanding balance on your account up to 6 years after the termination/cancellation date. If any balance remains

on your account for more than 6 years after the cancellation/termination date, it will not be refunded.

You may transfer money in your Account between your currency wallets at an exchange rate determined by us at the time of the transfer. You may use your Account to transfer to another Club members Account and to make payments by electronic bank transfer to another person or business. For security reasons, we may limit the amount or number of transactions you can make on your Account. Your Account cannot be redeemed for cash.

You may not use your Account for any illegal transaction, if we suspect illegal transactions we will freeze and close your account.

You agree to meet identification requirements to complete load, transfer or payment transactions as may be required from time to time.

You should keep track of the amount loaded on your Account. You may view your balance at any time by using the Club mobile application or by visiting BCPremier.co. If you have questions about your balance or spot something that may not be correct, please contact the Club Member Support Team using the Contact Us information in the mobile application or on the website.

Although no credit history is required to obtain an Account, you authorise us to obtain information about you from time to time from credit reporting agencies and other third parties for our internal processes including information and documentation regarding transactions.

Funds Availability Information

We make your funds available in accordance with applicable laws and regulatory requirements, banking partners, availability of funds from institutional networks. Funds may take several days to load depending upon 3rd parties involved in the transfer and your provision of substantiating documentation of the funds.

Amendment and Cancellation

We may amend or change the terms and conditions of this Fee Schedule at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Account or this Fee Schedule and any related agreements at any time.

1. TERMS AND CONDITIONS OF ACCOUNT DEFINITIONS

"**Account**" means the Club E-Money Account issued by Nvayo Limited to You in the form of a virtual Account, under these Terms and Conditions. No interest will accrue or be paid in respect of funds on Your Account. The funds in Your Account are not insured.

The Club Member Support Team may be contacted in the following ways:

Mobile Application	Refer to the "Contact Us" information in the mobile application
Email:	CustomerService@BCPremier.co
Post:	Nvayo Limited, Unit 18210, PO Box 694, London. W1A 6US Attention BC Premier Member Support

"**Business Day**" means a day other than Saturday or Sunday or a Bank holiday in the United Kingdom or the United States on which clearing banks are open for business.

"**Terms and Conditions**" means these terms and conditions together with the Fee Schedule, any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

"**Transaction**" means any transfer, foreign exchange trade, deposit or payment completed by You using Your Account, or any action which alters the balance of Your Account.

"**Us**" or "**We**" or "**Our**" means Nvayo Limited.

"**Website**" means BCPremier.co

"**You**" or "**Your**" means the natural person entering into these Terms and Conditions with Us.

2. FEES

- 2.1. Your use of Your Account is subject to the fees and charges set out in the Fee Schedule on the Website (“Fees”). These Fees are part of these Terms and Conditions. Any or all of these Fees may be waived or reduced at Our discretion. The Fees may change over time, if so We will notify You in advance of such changes in accordance with Section 3.1.
- 2.2. Fees will be paid from Your Account at such time they are incurred.
- 2.3. Your Account will be subject to an Inactivity fee (see Fee Schedule). You may contact The Club Member Support Team to request Your funds be returned to You at any time. The funds cannot be provided to you in the form of cash (notes and coins) or cheque.
- 2.4. All fees are calculated in EURO, The currency of the Wallet from which the transaction is originating and applied to your account is the same currency as the transaction to which they relate. If a fee cannot be attributed to a single currency, it will be applied to your EURO Wallet. If there are not funds or insufficient funds for a calculated fee then the provisions regarding overspend on Your Account will apply (see 9.3).

3. THESE TERMS AND CONDITIONS

- 3.1. We may change these Terms & Conditions including without limitation changing existing Fees or introducing new Fees, from time to time by providing You with at least 60 days’ notice unless We are required to make such a change sooner by law. All such changes will be posted on Our Website and such other means, that We agree with You.
- 3.2. The up-to-date version of these Terms and Conditions will be posted on the Website. You should check the Website regularly so that You can see the latest version.
- 3.3. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.
- 3.4. You will be taken to have accepted any change We notify to You unless You tell Us that You do not agree to it prior to the relevant change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and We will refund the balance on Your Account subject to our redemption conditions. In this circumstance You will not be charged a refund fee.

4. SCOPE OF THESE TERMS AND CONDITIONS

- 4.1. These Terms and Conditions govern Your use of Your Account. The funds for all Transactions are held in Your Account and no interest will be paid on these. When You make a Transaction using Your Account the value of the Transaction plus any associated Fees payable will be deducted from Your Account and used to complete the Transaction.
- 4.2. Your Account is a E-money Account and the funds loaded onto Your Account are known as electronic money. Your Account is not a credit facility or a charge account. You can only spend to the value of the funds that You load onto your Account.
- 4.3. Although Our activities are regulated by the Financial Conduct Authority (UK), Your Account is not covered by the Financial Services Compensation Scheme. However, the funds in Your Account are safeguarded by Us, which means that they are kept separate from Our assets so in the unlikely event We become insolvent, Your funds remain safe from Our creditors.

5. ACCOUNT ISSUANCE

- 5.1. To use this Account, You must be of legal age or at least 18 years of age. Accounts are non-transferable and non-assignable. Before We can issue You an Account We will need to know some information about You. We will check Your identity and where You live. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However, a credit check is not performed, and Your credit rating will not be affected.
- 5.2. We reserve the right to refuse to issue You an Account or terminate Your Account at any time for any reason or no reason.
- 5.3. If You have any problems with Your Account, please contact the Club Member Support team. It may not be possible to use your Account until contact has been made.

6. LOADING YOUR ACCOUNT

- 6.1. Limits may apply to the number of times Your Account may be loaded in a day or other period of time. Minimum and maximum load limits may also apply. Limits may vary dependant on your membership level. We reserve the right to refuse to accept any particular load or funding transaction.
- 6.2. If a Load transaction breaches the daily load limit, We will accept the transaction only if You can satisfy the enhanced due diligence requirements of providing satisfactory documentation as to source of funds, the nature of the transaction and other

documentation which may be requested.

INACTIVE ACCOUNT

- 6.3. Inactive Accounts are Accounts in which no Transactions or Loads have occurred for ninety (90) days. Inactive Accounts shall incur an inactivity fee. Inactive Accounts which continue for a further ninety (90) days, shall be deemed Dormant Accounts and will incur a monthly Inactivity fee (see Fee Schedule) and at Our discretion may be discontinued. Inactive fees will be applied as noted in the Fee Schedule and You will not receive additional notices regarding the collection of Inactive fees.
- 6.4. In the instance of Our receipt of any returned mail containing an Account mailed to Your address of record, the Account may be deemed inactive for purposes of this section. It is Your responsibility to provide Us with Your current contact details including a physical address.

7. USE OF YOUR ACCOUNT

- 7.1. Your Account should be treated as “cash” and therefore it is Your responsibility to keep all Account information safe.
- 7.2. Payments can be instructed from any currency Wallet in your Account.
- 7.3. Funds in Your Account may only be transferred to a bank account able to receive electronic bank transfers or another Club Account. To move money from Your Account via a bank transfer, You must submit a transaction request using the mobile application or website. Funds are not available to spend directly to a merchant or online.
- 7.4. You are personally liable and responsible for all Transactions initiated and Fees incurred using Your Account. **You must not give information about Your Account to anyone else to use. If You permit another person to have access to Your Account You will be deemed to have authorised that person to use Your Account and agree that You are personally liable for the use of Your Account or Accounts, according to these Terms and Conditions.**
- 7.5. Be aware that some financial providers (for example banks) charge additional fees for the use of their services. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.
- 7.6. We reserve the right to decline or delay any Transactions at Our sole discretion. We may request additional documentation concerning any Transaction regarding the nature and parties involved in the Transaction.
- (a) We may at any time suspend, restrict or cancel Your Account for reasons relating to the following:
- (i) We are concerned about the security of Your Account;
 - (ii) We suspect Your Account is being used in an unauthorised or fraudulent manner;
 - (iii) You break an important part of these Terms and Conditions or repeatedly break any term in these Terms and Conditions and fail to resolve the matter in a timely manner;
 - (iv) We need to do so to comply with the law; or
 - (v) No reason.
- (b) If We take any of the steps referred to above in Section 7.6(a), We will tell You as soon as We can or are permitted to do so after We have taken such steps. We may ask You to stop using Your Account. We will reactivate Your Account if after further investigations We believe that the relevant circumstances no longer apply. Fees may apply (see Fee Summary).
- (c) If We refuse to authorise or delay a Transaction, We may, if practicable, tell You why immediately unless it would be unlawful for Us to do so. You may correct any information We hold and which may have caused Us to refuse or delay a Transaction by contacting The Club Member Support Team.

We shall not be liable if a financial institution refuses to accept Your Transaction or if We do not authorise a Transaction, or if We cancel or suspend use of Your Account. Unless otherwise required by law, We shall not be liable for any loss or damage You may suffer as a result of Your inability to use Your Account for a Transaction.

- 7.7. You must not spend more money on Your Account than You have in Your Account. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction. If this occurs, You must pay the overspend to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You. Each time you use your Account, you authorise Us to reduce the value available on your Account by the amount of the transaction plus applicable fees. You are not permitted to exceed the available amount on your Account or currency wallet within your account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Account you shall remain fully liable to Us for the amount of the transaction and any applicable fees or charges.

However, if your Account does have a negative balance due to circumstances out of our control, or any other reason, you agree to pay Us the negative amount on demand. We reserve the right to suspend your Account if your Account balance is negative.

- 7.8. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any currency Wallet included in Your Account or against any funds

which You subsequently paid into Your Account. We may suspend Your Account and any other Accounts connected to You until we are reimbursed the overspend amount.

We accept no responsibility for the goods or services purchased by You with Your Account. All such disputes must be addressed directly with the merchant providing the relevant goods or services. We are not responsible or liable in any manner for purchases, reservations, bookings, travel or any other goods and/or services purchased with the use of the Account regardless of the purchase amount or the nature of the goods or services. We will not refund your money for faulty, undelivered, or otherwise inadequate good or services purchased using the Account. Purchases made on your behalf by Club are not guaranteed or covered for inadequate service under the Account.

7.9 All Transactions/wire transfers are final. You do not have the right to stop a payment or transfer transaction originated by use of your Account, all transfers are final.

8. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If You use Your Account for a Transaction in a currency other than the currency of the Wallet from where you initiate the Transaction, We will convert the transaction to the target currency at a rate determined by Us. We will provide you with a quote for the conversion of foreign currency and You must accept the quote prior to Us accepting the transaction for processing.

The rate used to complete the transaction and other fees charged will appear in your Account statement.

9. DISPUTED TRANSACTIONS

9.1. You may be entitled to claim a refund in relation to Transactions made using Your Account where:

- (a) We are responsible for a Transaction which was incorrectly executed by Us and You notified to Us in accordance with the terms of these Terms and Conditions.
- (b) We were notified in writing of the unauthorised/incorrectly executed transaction immediately or within 13 months of the debit date of such Transaction.

9.2. You can also ask Us to investigate the Transaction or misuse of Your Account. We may need more information and assistance from You to carry out such investigation.

9.3. If We elect to refund a disputed Transaction to Your Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Account, We shall deduct the amount of the disputed transaction from the funds in Your Account. If there are no funds or insufficient funds, then the provisions regarding overspend on Your Account will apply.

9.4. If Our investigations discover that the disputed transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Fee Schedule for details).

10. KEEPING YOUR ACCOUNT SAFE

10.1. You must keep Your Account number, log-in credentials, and information safe. Your Account number and information is personal to You and You must not give it to anyone else to use. You must take all reasonable precautions to prevent fraudulent use of Your Account. Similar to bank account number, the Account number must be kept secure. If You disclose it to any third party, it is done at Your own risk.

10.2. If You suspect that someone else knows Your Account credentials, let us know immediately.

11. LIABILITY

11.1. If You know or suspect that Your Account credentials are known to an unauthorised person, or if You think a Transaction is unauthorised or has been incorrectly executed You must tell Us without delay/immediately by contacting the Club Member Support team.

11.2. We accept no responsibility for any delay in onward Transactions attributed to the late arrival of funds or instructions of Transactions relative to the cut off times of banks or for delays for faults due to third-parties or banking systems. We are not responsible for banking charges.

11.3. We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You using Your Account and to recover any monies owed as a result of Your activities.

11.4. Our liability to You under these Terms and Conditions shall be subject to the following exclusions and limitations. We will not be liable for any loss arising from:

- (a) any cause which results from abnormal or unforeseen circumstances beyond Our reasonable control or which would have been unavoidable despite all Our efforts to stop it; or
- (b) Us suspending, restricting or cancelling Your Account if We suspect Your Account is being used in an unauthorised, illegal or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in

these Terms and Conditions;

- (c) Our compliance with any applicable laws;
 - (d) loss or corruption of data unless caused by Our wilful default/wrong doing.
- 11.5. Unless otherwise required by law or as set out in these Terms and Conditions, We will not be liable to You in respect of any losses You or any third party may suffer in connection with the Account as a result of Our actions which were not a foreseeable consequence of Our actions or the result of a third party's actions or inactions. Our total liability under or in connection with the Account whether arising in contract, tort, negligence, breach of statutory duty, loss of profits, loss of business, depletion of good will and/or similar losses or loss of anticipated savings or loss of goods; or loss of contract or loss of use or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising hereunder or otherwise howsoever, shall not exceed the fees received by Us under these Terms and Conditions in which liability arises.
- 11.6. We will not be liable for the goods and/or services that You purchase with Your Account.
- 11.7. From time to time, Your ability to use Your Account may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to
- (a) load Your Account; and/or
 - (b) wire funds; and/or
 - (c) obtain information about the funds available in Your Account and/or about Your recent Transactions.
- 11.8. Where sums are incorrectly deducted from Your Account funds by Us, Our liability shall be limited to payment to You of an equivalent amount.
- 11.9. In all other circumstances Our liability will be limited to repayment of the amount of the funds in Your Account.
- 11.10. You agree to fully cooperate in the civil and criminal prosecution of anyone engaged in unauthorised use of Your Account, failure to cooperate will be deemed as the claimed unauthorised Transaction as being authorised by You and You shall be responsible to indemnify Us for all expenses incurred during the investigation and resolution of Your claim.
- 11.11. You shall indemnify Us and keep indemnified from and against all liabilities, damages, losses and costs (including legal costs) duties, taxes, charges or commissions incurred or suffered by Us in the proper performance of services or the enforcement of rights hereunder.

12. LOST, STOLEN OR & UNAUTHORISED TRANSACTIONS

- 12.1. You should treat the value on Your Account like cash in an Account. If there is unauthorised use of Your Account, You may lose some or all the value on Your Account in the same way as if You lost cash.
- 12.2. If You believe that any Transaction posted to Your Account is unauthorised, has been posted in error or is otherwise incorrect, you must cooperate fully with Us and let Us know immediately by contacting The Club Member Support Team. We may require You to provide details of Your complaint in writing.
- 12.3. You may be required to help Us, Our agents or any enforcement agency, at Our request, if We suspect Your Account is being misused.
- 12.4. No refund will be made until any investigation that We need carry out is complete. We reserve the right not to refund sums to You if We believe that You have not acted in accordance with these Terms and Conditions.

13. STATEMENTS

- 13.1. You can view and download a statement for Your account from the mobile application. It is important that you review Your statement thoroughly and notify Us immediately if You notice any transactions you do not recognise.
- 13.2. Unless you have opted otherwise, we'll provide monthly account statements free of charge. When you open an account, we may ask you how you want to receive those statements. We will provide these statements electronically unless you, or the law require otherwise. We'll always let you know when your statement is ready.
- 13.3. If you've told Us you don't want to receive monthly statements, you can always change your mind and ask Us to provide one by changing your preferences within the app and/or by logging into your online account.

14. CANCELLATION, TERMINATION AND SUSPENSION

- 14.1. You may cancel Your Account up to 14 days after You receive access to Your Account ('the Cancellation Period'), without reason, by contacting the Club Member Support Team. We will require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions. Cancellation fee shall be incurred (see Fee Schedule).
- 14.2. Depending on the method by which You choose to have Your remaining Account balance refunded, a fee may be charged

which will be deducted from the balance of Your Account (see Fee Schedule).

- 14.3. You may cancel Your Account, or at any time and without penalty:
- (a) during the Cancellation Period or;
 - (b) if You disagree with a change we intend to make to these Terms and Conditions.
- 14.4. You may also cancel Your Account at any time, for any reason however a cancellation fee will apply (see Fee Schedule).
- 14.5. To cancel Your Account, You must notify the Club Member Support Team. You will be responsible for any Transaction You have made, or charges incurred before You cancelled Your Account. Once We have been notified by You, We will block the Account immediately, so it cannot be used. We will wait 21 days for all Transactions to be processed before We refund the remaining balance of money on Your Account to You. This is to ensure all Your pending Transactions have been settled.
- 14.6. We can suspend or terminate these Terms and Conditions with You and Your use of Your Account immediately if:
- (a) You have not complied with these Terms and Conditions, or;
 - (b) if We have reason to believe that You have used or intend to use the Account in a negligent manner or for fraudulent or other unlawful purposes or;
 - (c) if We can no longer process Your Transactions for any legal or security reason or due to actions of any third party;
 - (d) if You fail to pay any Fees or charges that You have incurred or fail to repay any overspend incurred on Your Account;
 - (e) We discover that any information You have provided is incorrect or incomplete; or
 - (f) for convenience.
- 14.7. These Terms and Conditions will terminate in the event of Your death.
- 14.8. If any Transaction, fee or charge is found to have been incurred using Your Account following cancellation or termination, You agree to pay all such sums to Us immediately on demand.

15. PERSONAL DATA

- 15.1. We will collect and retain personal information about You so that We can operate Your Account and deal with any inquiries that You may have about it.
- 15.2. We are committed to keeping Your personal data secure. We will not pass information We hold about You to any third party other than:
- a) for fraud prevention and to similar agencies and other organisations who may use the information to prevent and detect fraud, money laundering, terrorist financing or other financial crime;
 - b) to Our suppliers or service providers that process data on Our behalf;
 - c) to persons acting as Our agents (and Our partners who offer Our Memberships) under a strict code of confidentiality;
 - d) to anyone to whom We transfer or may transfer Our rights and duties under Our Terms and Conditions with You; as required by law or regulation including disclosures required by law relating to Your Account, Account, a Transaction/s or You and whether relating to Our provision of financial services in accordance with applicable laws or regulations relating to or connected with tax, money laundering, the provision of financial services of otherwise; and
 - e) for such purposes that You have given Us consent to do so.
- 15.3. As part of Our checks to prevent fraud, money laundering, terrorist financing or other financial crime We may share personal information that You provide with credit reference or fraud prevention agencies.
- 15.4. If We transfer Your information to a third party in a country outside of the European Economic Area We will ensure that the third party agrees to apply the same levels of protection that We are legally obligated to maintain when We process personal data.
- 15.5. If, when You apply for an Account, You opt in to receiving marketing information via email, mobile phone and do not opt out of receiving marketing information by telephone or mail, We and third parties with whom We may share Your personal data, may from time to time contact You about products or services that We or they think may be of interest to You. If You no longer wish to receive such communications, please contact the Club Member Support team.
- 15.6. If We suspect that We have been given false or inaccurate information, We may record and report suspicion together with any other relevant information. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering and financing of terrorism.
- 15.7. You have a right to inspect the personal data We hold about You however, We will ask You to pay a fee of €25.00 to cover

Our administration costs. For further information please contact the Club Member Support team.

- 15.8. You will be solely responsible to ensuring that the details You provide to Us are true, complete and accurate, and that You will not withhold or omit any information that may cause those details to be false, misleading or inaccurate.
- 15.9. We may request additional information and documentation from You when necessary for Us to comply with relevant legislation.
- 15.10. You accept that We may record and store any telephone conversations which are made between the parties and that any such recording or transcript of telephone conversations may be relied upon to assist in resolving any dispute that may arise between the parties.

16. YOUR DETAILS

- 16.1. You must let Us know as soon as possible if You change Your name, address, mobile phone number or e-mail address. If We contact You in relation to Your Account, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Account and wish to send You a refund, We will use the most recent contact details You have provided to Us. Any e-mail to You will be treated as being received as soon as it is sent by Us.
- 16.2. We will not be liable to You if Your contact details have changed and You have not told Us.
- 16.3. Telephone Calls and Chat Logs – We may listen into or record any phone calls or review a chat log with you to check we have carried out your instructions correctly, to help improve our service, to check that we comply with our regulatory requirements (being any law, regulation, code or industry guidance we have to comply with) and to help detect or prevent fraud or other crimes.

17. COMPLAINTS PROCEDURE

If You are not satisfied with the service You are receiving, You should provide written details of Your concerns to the Club Member Support team. All queries will be handled in accordance with Our complaints procedure. The Club Member Support Team will provide a copy of the complaint procedure upon request.

- 17.1. If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service.
- 17.2. If we fail to provide a response to your satisfaction, You may contact the Financial Ombudsman Service by:
 - (a) post - addressing Your complaint to the Financial Ombudsman Services, Exchange Tower, Harbour Exchange, London, E14 9SR United Kingdom
 - (b) telephone – on +44 20 7964 0500;

Please be aware that there are time limits after which the Financial Ombudsman Service may no longer be able to hear your complaint

You can find further details of the service offered by the Financial Ombudsman Service at <http://www.financialombudsman.org.uk/>.

You may also find their consumer leaflet with further information at <http://www.financialombudsman.org.uk/publications/consumer-leaflet.htm>

18. CUSTOMER SERVICES

- 18.1. The Club Member Support team is available 24 hours a day, 7 days a week. A Reporting service is available 24 hours a day, 7 days a week. We may record any conversation or chat You have with the Club Member Support team for training, compliance, and/or monitoring purposes.

19. GENERAL

- 19.1. In these Terms and Conditions, headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.
- 19.2. You may not novate, assign or transfer any rights and/or benefits under these Terms and Conditions. We may assign, transfer or novate Our rights and benefits and obligations at any time without prior written notice to You. If You do not want to transfer to the new Account Issuer You may contact Us and We will terminate Your Account. Any balance remaining in Your Account will be returned to You in accordance with Our redemption procedure. We may subcontract any of Our obligations under these Terms and Conditions.
- 19.3. In the event that any part of these Terms and Conditions are held not to be enforceable, this shall not affect the remainder of these Terms and Conditions which shall remain in full force and effect.
- 19.4. You will remain responsible for complying with these Terms and Conditions until Your Account is closed (for whatever reason) and all sums due under these Terms and Conditions have been paid in full.
- 19.5. These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.

- 19.6. These Terms and Conditions are governed by the laws of the United Kingdom and You agree to the non-exclusive jurisdiction of the English and Welsh courts.
- 19.7. Any dispute concerning Your Account or these Terms and Conditions (including any claim based on or arising from an alleged tort) ("Dispute"), will be determined by arbitration or trial by a judge as provided for below. A Dispute that involves an amount less than one (1) million EUROS (€1,000,000.00) will be determined by arbitration as described below. Any other Dispute will be determined by trial by a judge without a jury, as described below. The arbitration or trial by a judge will take place on an individual basis without resort to any form of class action.
- 19.8. WHETHER THE DISPUTE IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, YOU AGREE AND UNDERSTAND THAT YOU AND WE ARE GIVING UP: **(I)** THE RIGHT TO TRIAL BY JURY; **(II)** THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY FORM OF CLASS ACTION INCLUDING BUT WITHOUT LIMITATION ANY CLASS ARBITRATION ("CLASS ACTION WAIVER"). IN THE EVENT THAT THE CLASS ACTION WAIVER IS INCONSISTENT WITH THE RULES OF ANY TRIBUNAL OR OTHER SUCH ARBITRATION BODY, YOU AND WE AGREE NOT TO FILE PROCEEDINGS WITH SUCH BODY; **(III)** THE RIGHT TO JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER SUCH PROCEEDING; **(IV)** THE RIGHT TO RESOLVE ANY CLAIM THAT EITHER OF US HAS AGAINST THE OTHER ON A CLASS WIDE BASIS; AND **(V)** THE RIGHT TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE AND, FOR THE AVOIDANCE OF DOUBT, IF FOR ANY REASON THIS PART (V) IS DETERMINED TO BE INVALID OR UNENFORCEABLE, ALL SUCH CLAIMS WILL BE BROUGHT IN COURT AND SHALL NOT BE RESOLVED THROUGH ARBITRATION.
- 19.9. We are not responsible for the quality, safety, legality or any other aspect of any goods or services you may purchase with Your Account.
- 19.10. If you die, We may require certain documentation necessary to certify the death or substantiate that a particular individual has been officially appointed as the administrator or executor of the applicable estate. You confirm that the administrator or executor of the applicable estate will have instructions to notify Us in the event of the Account holder's death and will provide Us with the necessary certifications.
- 19.11. Your Account and Your obligations under these Terms and Conditions may not be assigned. We may transfer our rights under these Terms and Conditions. Use of Your Account is subject to all applicable rules and customs of any clearinghouse or other association involved in Transactions. We do not waive Our rights by delaying or failing to exercise them at any time. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency the validity or enforceability of any other provision of these Terms and Conditions shall not be affected.