

# Pockit Account and Card General Spend Terms and Conditions of Use

## 1. The Account and Card

- 1.1 These terms and conditions apply to any holder of the Pockit Card (**'the card'**) and Account (**"the account"**). By using your card and account you are demonstrating your agreement to these terms and conditions.
- 1.2 The card and account are promoted by Pockit Limited Registered Office: Pockit Ltd, 37 Warren Street, London, W1T 6AD. Registered in England No. 07157877 and issued by Wirecard Card Solutions Limited Registered Office: 3<sup>rd</sup> Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ. Registered in England No. 07875693. Authorised and regulated in the UK by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900051).
- 1.3 You will apply for a card in a stated currency. All references to that currency in these terms and conditions are relevant to you.
- 1.4 The card and account are an e-money product, and as such it is not covered by the Financial Services Compensation Scheme. In the unlikely event that Wirecard Card Solutions Ltd becomes insolvent, your funds may become valueless and unusable, and as a result you may lose your money.
- 1.5 These terms and conditions are available online at [www.pockit.com/terms](http://www.pockit.com/terms). You can request a copy of these terms and conditions at any point in their duration.
- 1.6 Your Pockit Card is a MasterCard prepaid card. It is not a guarantee card, charge card or credit card.
- 1.7 You will not earn any interest on any funds paid in to your account.

## 2. Definitions

In these terms and conditions, the following words and phrases have the meanings shown next to them:

**Account balance** – means the value of funds currently held on the Card;

**ATM** – means automatic teller machine or cashpoint facility or cash dispenser;

**Bank transfer(s) in** – means the system for making payments directly from a bank account to your Pockit account, in ways set out at [www.pockit.com](http://www.pockit.com). The limits are detailed in Section 23 of these terms and conditions;

**Bank transfer(s) out** - means the system for making faster payments directly from your Pockit Account to a bank account, in ways set out at [www.pockit.com](http://www.pockit.com). (Full limit account holders only.) The limits are detailed in Section 23 of these terms and conditions;

**Balance limit** – means the maximum value of funds that can be held in the account any one tim

**Business day** – means a day between and including Monday to Friday, between 9am and 5pm (UK time) except for bank or public holidays in England and Wales;

**Card** – means your Pockit Prepaid MasterCard (including any secondary / or replacement card);

**Card scheme** – means MasterCard;

**Cut off time** – a cut off time is the latest time in which a payment can be paid into your Pockit Account or leave your Pockit Account;

**Debit Card** – means the transfer of money electronically from your bank account to your Pockit Account, in ways set out at [www.pockit.com](http://www.pockit.com). (Full limit account holders only.) The limits are detailed in Section 23 of these terms and conditions;

**Fees** – a variety of charges that can be raised for purchase and ongoing use of the card and account;

**Full Limit Account Holder** – means we have been able to verify your identity and give you access to more generous limits, which are detailed in Section 23 of these terms and conditions;

**Issuer** – Wirecard Card solutions Ltd;

**Payee/Recipient**– A payee or recipient is a party that you send a payment to from your Pockit Account;

**Payments** – means a transfer of money to or from your Pockit Account;

**Payment(s) in** – means the transfer of money to your Pockit Account in ways set out at [www.pockit.com](http://www.pockit.com). The limits are detailed in Section 23 of these terms and conditions;

**Payment(s) out** – means the transfer of money from your Pockit Account in ways set out at [www.pockit.com](http://www.pockit.com). (Full limit account holders only.) The limits are detailed in Section 23 of these terms and conditions;

**PayPoint** – means the 28,000 outlets across the UK where you can transfer cash to your Pockit Account in ways set out at [www.pockit.com](http://www.pockit.com). The limits are detailed in Section 23 of these terms and conditions;

**PIN** – means personal identification number i.e. the security number provided for use with the card;

**Pockit Account** – means your personal account with Pockit that may be used to execute financial transactions within specified limits as outlined in Section 23;

**Purse value** – means the maximum value of funds that can be held with the card at any one time;

**Simple Limit Account Holder** – means we have not been able to verify your identity and therefore the limits on your card are restricted, you cannot order additional cards and can only load via Bank Transfer and PayPoint. The limits are detailed in Section 23 of these terms and conditions;

**Supplier** – a retailer, merchant or other supplier of goods and/ or services which accepts payment by means of a card, card number, PIN or card and signature;

**Summary Box** – The section that includes notification of charges associated with the card and account;

**Supplier's bank** – the organisation, known as a merchant acquirer, used by the supplier for the purposes of receiving payments arising from transactions;

**Verification of identity** – means confirming personal identity and address of you by conducting electronic verification of your details or by you providing documentation of identity;

**Website** – means the website, [www.pockit.com](http://www.pockit.com), operated by Pockit;

**We / us / our** – means Wirecard Card Solutions Limited or Pockit acting on their behalf;

**Year** – 12 month period following the date when the account is opened and the card is issued to you and each subsequent 12 month period;

**You / your** – means the person who has opened a Pockit Account, and is authorised to use the card and account as provided for in this Agreement.

### 3. Account application and structure

3.1 When you apply for a Pockit Account you are applying for an e-money account with additional banking features (full limit account holders only) that comes with a MasterCard prepaid card.

3.2 When applying for a Pockit Account and accepting our terms and conditions, you agree that:

3.2.1 You agree to provide accurate registration information, including without limitation your correct date of birth, address and contact details.

3.2.2 You agree to inform us of any change of such details.

3.2.3 You are the person whose details are provided in connection with your registration.

3.2.4 You are acting as a principal and not as an agent on behalf of a third party.

3.3 Upon verifying your identity and being accepted for a Pockit Account you will be issued with a Pockit Card and an account number and sort code.

3.4 Your Pockit Account will have some maximum limits on things including your account balance and payments in and out of your Pockit Account. The limits are detailed in Section 23 of these terms and conditions;

### 4. Paying-in to your Account and Making Payments from it

4.1 **Paying-in** You may pay into your Pockit Account in ways set out in the table below. For information about frequency, limits and charges, see Section 23 of these terms and conditions.

When you pay	Method
Purchase Only (Pockit Account <b>cannot</b> be purchased with a Credit Card)	Credit card Debit card SMS
Reloading	Debit card (Only available to a Full Limit Account Holder)
Reloading	Bank transfer
Reloading	PayPoint

- 4.2 The time that it takes for your account balance to be updated when you pay in to your account depends on the method that you use and the time that it takes for the funds to be sent to the Issuer. If the Issuer receives the funds on a business day, your account will be updated with the amount on the same business day. If the Issuer receives the funds on a day that is not a business day, the Issuer will update your balance on the next business day. You can check the transfer time, for example, with your bank if paying from a bank account.
- 4.3 Fees relating to paying-in are set out in the Summary Box.
- 4.4 **Payments out** Full Limit Account Holders only can make payments from your account in ways set out at [www.pockit.com](http://www.pockit.com). For information about frequency and limits see Section 23 of these terms and conditions. Payments out can only be made on business days, i.e. not at weekends or bank holidays.
- 4.5 It is your responsibility to ensure that you enter the correct name, account number and sort code when making a payment out of your Pockit Account.
- 4.6 Should you send a payment to an account using incorrect details we will assist you in attempting to retrieve the funds; however, there is no guarantee that the funds can be retrieved.
- 4.7 You will find information about how you can give instructions to make payments at [www.pockit.com](http://www.pockit.com). Instructions must be given by 4pm, which you should adhere to if you wish a payment to be made on that business day, i.e. not at weekends or bank holidays.
- 4.8 If you pay-in, you cannot make a payment out from your account against the money you pay-in until your account is updated by the Issuer and the money you have paid in appears in your balance.
- 4.9 You cannot make a payment out that would put your account into a negative balance.
- 4.10 You may cancel an instruction to make a payment where it's possible for a payment to be cancelled, i.e. if the payment has not yet been processed; the criteria by which you can do so are set out in the website [www.pockit.com](http://www.pockit.com).
- 4.11 We or the Issuer may refuse to make a payment if it is not in accordance with these terms and conditions and the information provided at the website, or fees applicable would take you into negative balance, or the payment is to an organisation to which payments are proscribed by law, or to an organisation to which the Issuer does not make payments.
- 4.12 If you believe there to be an error relating to a payment, you should contact us in ways set out on the website [www.pockit.com](http://www.pockit.com).
- 4.13 Charges, frequency and limits relating to payments are set out in the Summary Box.
- 4.14 It is your responsibility to ensure that you have sufficient funds in your Pockit Account to cover a payment leaving your account; this must include the funds to cover any fees (if applicable). Payments due to leave your Pockit Account where there are not sufficient funds to cover both the payment and the fee for the payment will fail.

## 5. Remittances

- 5.1 Full Limit Account Holders, with a bank account number and sort code, can use the Remittances Service. This service enables you to send money from your Pockit Account to family members based in countries to which Pockit sends remittances.
- 5.2 This service is subject to verification of your ID and correct provision of the Remittance Instruction. Additional documentation may be required and failure to provide it may delay completion of the transaction. Similarly, incorrect or incomplete provision of the Recipient's bank details will delay the transaction.
- 5.3 These Services are additional to the existing services provided by Pockit. Although the Remittances Services are separate from other existing services, the Remittance Transaction Amount will be taken from the available balance on your Pockit Account.
- 5.4 A transaction fee and FX Mark-Up fee will be charged for use of this service. The Fees can be found in Section 23 of these terms and conditions.
- 5.5 The use of the Remittance Services is governed by the Remittance Terms and Conditions, in conjunction with other Pockit documents including the Privacy Policy.

## 6. Use of the card and account

- 6.1 The Pockit Card is a prepaid card which can be used to pay for goods and services at retailers that display the MasterCard Acceptance Mark. To use the card, present it at the time of payment. Use it in full or part payment of your purchase.
- 6.2 When you receive your card, you must activate it by ways described on the website [www.pockit.com](http://www.pockit.com).
- 6.3 You must not make purchases that exceed the balance of funds available on the account. Your balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the account limits in force from time to time and set out on the Pockit website (e.g. ATM withdrawal limit) the transaction will be declined.
- 6.4 Simple Limit Account Holders may only use their MasterCard at ATM machines in the UK only, and at retailers within Europe only.
- 6.5 We reserve the right to request information or proof of income at any time regarding the source of the funds used to pay into your Pockit Account. We may also suspend use of the account / card where this is the case, pending the satisfactory resolution of our queries.
- 6.6 We may also suspend use of the account / card pending the satisfactory resolution of our queries if you are deemed to be using the account / card in a manner that it was unintended. This may include the provision of supporting documentation.
- 6.7 You can use the card to make purchases in-person, via the internet or over the phone. The card can be used to obtain cash through ATMs. You must not use the card for:
  - 6.7.1 Pre-authorized regular payments;
  - 6.7.2 Transactions at self-service petrol pumps;
  - 6.7.3 Transactions for cash (other than ATM withdrawal) including for example, cash from a bank, money orders, travelers' cheques, foreign exchange.
  - 6.7.4 Any illegal purposes
  - 6.7.5 A limited number of specified other transactions as set out at [www.pockit.com](http://www.pockit.com).
- 6.8 Your card cannot be used in situations where it is not possible for the supplier to obtain online authorisation that you have sufficient balance for the transaction. For example: some transactions on trains, ships, and some in-flight purchases.
- 6.9 We may close, suspend or restrict your account, card or PIN on reasonable grounds relating to:
  - 6.9.1 The security of your account, card, card number or PIN, and
  - 6.9.2 The suspected unauthorised or fraudulent use of your account, card or PIN. We will, if possible, inform you before stopping, suspending or restricting your account, 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;
  - 6.9.3 At our discretion if you abuse our staff in any way.
- 6.10 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the account or card. We are not liable for the failure of any merchant to honour the card.
- 6.11 We will not issue a Pockit card under these terms and conditions to anyone under the age of 18 years old.
- 6.12 We reserve the right to close your account indefinitely if you are deemed to have breached any points made in Section 5.

## 7. Simple limit account holder upgrade

- 7.1 Simple limit account holders can upgrade their account to a full limit account holder at any time by submitting verification documents (clear scanned copy or photograph of your passport or driving license and a utility bill or bank statement) via their online account at [www.pockit.com](http://www.pockit.com) and following the instructions. **Please note that the utility bill or bank statement provided must be no older than 3 months.**
- 7.2 If you haven't received an update on your upgrade after 72 hours please contact our customer service team for further information.

## **8. Transactions**

- 8.1 You agree that any use of your account, card, card number or PIN constitutes your authorisation and consent to a transaction.
- 8.2 The time of receipt of a transaction order is when it is received by us. If a transaction order is received after 4pm on a business day then it will be deemed to have been received on the next business day. If receipt does not fall on a business day then it will be deemed to have been received on the next business day.
- 8.3 You cannot stop a transaction after it has been transmitted to us by giving your consent to the transaction, or once you have given your consent to the supplier for a pre-authorised payment (e.g. continuous payment authorities or recurring payments.)
- 8.4 We may refuse a transaction or suspend or terminate the right to pay-in to your account. We may do this if the relevant telephone or computer link is busy. We may also do this if:
  - 8.4.1 a transaction might take you over your available funds in the account; or
  - 8.4.2 a transaction might take you over any of your account or card limits; or
  - 8.4.3 we reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued, or
  - 8.4.4 we reasonably believe that there are needs to do so to comply with any law or as a matter of good practice.

## **9. Foreign currency transactions**

- 9.1 The card can be used for transactions which are not in the currency of the card. A transaction fee for overseas ATMs will be applied, see Summary Box.
- 9.2 If you make a transaction in a currency other than the currency of the card we will change the amount into the currency of the card at the wholesale market rate or any rate that a government may set. We will charge an FX Fee, see Summary Box.
- 9.3 Exchange rates may change, and the exchange rate which applies on the date that you make your transaction may not be the same as the exchange rate we use on the date that we convert the transaction charge and deduct the FX Fee from your balance. The exchange rate applied will include this service charge. You can check the exchange rate used as described in condition 9. Your online statement will show the exchange rate and service charge.

## **10. Checking your balance**

- 10.1 To check the available balance on your card or to review your transactions visit [www.pockit.com](http://www.pockit.com), the Pockit App, or by any additional channels listed on [www.pockit.com](http://www.pockit.com).

## **11. Managing your balance**

- 11.1 It is your responsibility to ensure that you manage the balance on your Pockit Account within the limits set for your Pockit Account.
- 11.2 It is your responsibility to ensure that any payments into your Pockit Account do not exceed the overall balance limit on your account. Please refer to [www.pockit.com](http://www.pockit.com) for your Pockit Account balance limit.
- 11.3 Should a payment be sent to your Pockit Account that would exceed the permitted balance on your account, the full payment will be returned to sender. The payment will be sent back to the sender as soon as reasonably possible.
- 11.4 It is your responsibility to ensure there are sufficient funds in your Pockit Account to cover any payments that you make.
- 11.5 Your Pockit Account is designed so that in the majority of cases your account will not go overdrawn. There are some rare occasions where your Pockit Account balance may be a negative amount. It is your responsibility to pay funds into your Pockit Account immediately to cover any negative balance on your account. If you persistently have a negative balance or fail to pay-in to cover a negative balance immediately Pockit reserves the right to close your Pockit Account.
- 11.6 A negative balance on the account will not affect your credit rating, if the account is operated in accordance with these terms and conditions.
- 11.7 In cases where there is a negative balance on your Pockit Account where you have not paid into your account to cover the negative balance we will contact you to request payment immediately.
- 11.8 Pockit reserves the right to engage the services of a third party debt collection agency to assist in the collection of any negative balance(s) on your account and we may take legal action to

recover any outstanding amounts. This may have an adverse impact on your credit rating.

## 12. When your card expires

- 12.1 The card's expiry date is printed on the card. You must not use the card after its expiry date.
- 12.2 If you have used your card in the period of two weeks before its expiry date we will send you an email to inform you that we will automatically transfer the outstanding balance to a new Pockit card. The new card will be issued to you free of charge and sent to you at the address you have given us under condition 16.4 within two weeks of the expiry date. This renewal will not apply to additional cardholder cards. Please inform us if you do not want your card to be renewed. To do this, please contact us on 02033229170. Please note, if you are a Simple Limit Account Holder, you will not be provided with a replacement card.
- 12.3 If your card has not been used in the eight weeks prior to its expiry date, you will be sent an email asking if you want to replace that card and keep any existing balance on the account. If you request that we do this, you will be issued with a replacement card within two weeks. A replacement card fee may apply (see Summary Box).
- 12.4 If you renew your card in circumstances under conditions 11.1 or 11.2 this Agreement will continue to apply.
- 12.5 If you request that your card is not renewed under condition 11.1 and 11.2 you will not be able to use it after its expiry date. You can redeem any outstanding balance on the account up to 6 years after the expiry date by following the process in condition 11. **If any balance remains on the account for more than 6 years after the expiry date, it will not be refunded.**

## 13. Redemption

- 13.1 You can redeem all or part of your balance by contacting us in ways described on the website [www.pockit.com](http://www.pockit.com) up until the date that is 6 years after the expiry date shown on your card. We will transfer any redeemed funds into a bank account which is in your name. We may request proof from you of the account name.

## 14. Additional cardholders

- 14.1 You can request that additional cardholders are issued cards with either a shared balance with the primary cardholder or an additional card that has a separate balance and we will be charge a fee per card (see Section 23). Both the shared balanced and separate balance additional cards can only receive funds (top-up) by load from the primary card. All transactions or charges on the shared balance card will be deducted from your balance. All transactions or charges on the separate balance card will be deducted from the balance on that additional card.
- 14.2 You must provide personal information of name and address and date of birth about an additional cardholder who has given authority to you to provide this data.
- 14.3 Any additional cardholder must be at least 13 years old. This is your responsibility to demonstrate to us, and we may ask for proof of age.
- 14.4 You must make sure that any additional cardholder complies with the requirements of these terms and conditions in respect of their card.
- 14.5 You must make sure that any additional cardholders under 18 years old do not use a card for any purpose for which the minimum age is 18 or higher, e.g. gambling, adult entertainment, purchase of alcohol.
- 14.6 If you are a Simple Limit Account Holder you cannot order any additional cards
- 14.7 If your card expires or this agreement is terminated, access to your balance will cease for any additional cardholder and any additional cardholder cards will expire or terminate as applicable. This will happen even if the expiry date printed on an additional cardholder's card is later than that on your card

## 15. Liability

- 15.1 You must sign your card as soon as you receive it and keep it safe. You must always make sure that you:
- 15.1.1 do not allow anyone else to use your card;
- 15.1.2 do not reveal your PIN and never write down your password(s), PIN or any security information you have given us unless you do this in a way that would make it impossible for anyone else to recognise any of that information;

- 15.1.3 only release the card, card number or PIN to make (or try to make) a transaction, and
- 15.2 if your card is lost or stolen or someone else finds out the PIN or if you think your card, card number or PIN may be misused, you must:
- 15.3 Log onto [www.pockit.com](http://www.pockit.com) and block the card if it is lost/stolen using the card management area on the website.
- 15.3.1 Report the card lost/stolen by calling us on 02033229170 (we are open from 9am to 6pm, Mon-Fri, to report your card as lost or stolen) or email us at [help@pockit.com](mailto:help@pockit.com) so that we can cancel and replace your card;
- 15.3.2 If we ask, write to us within seven days to confirm the loss, theft or possible misuse (the address is Pockit Limited, Cavendish House, 18 Cavendish Square, London, W1G 0PJ, and stop using the card, card number or PIN immediately. If you find the card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can. If your card or any replacement card, is lost or stolen, once you have reported it you can request a replacement by contacting us in ways described on the website. We may charge a fee for the replacement card. This is set out in the Summary Box.
- 15.4 You may not be liable for any use of the card, card number or PIN by another person who does not have your permission to use it or if it is lost, stolen or destroyed, unless:
- 15.4.1 you agreed to that person having your card, card number or PIN, or through gross negligence or carelessness, failed to comply with condition 12.1, in which case you may be liable for any use that occurs before you tell us in accordance with these terms and conditions, or
- 15.4.2 you acted fraudulently then, to the extent permitted by law, you may be liable for misuse of the card, card number or PIN.
- 15.5 You may only be liable to a maximum of £50 resulting from transactions arising from the use of a lost or stolen card or from the misappropriation of the payment instrument where the cardholder has failed to keep security features of the card safe. The £50 liability limit is applicable to each instance of loss, theft or misappropriation and not each transaction. If your card is used without your permission, or is lost, stolen or if you think the card may be misused, we may disclose to law enforcement agencies, any information which we reasonably believe may be relevant.
- 15.6 We will not be liable for:
- 15.6.1 any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems which happens for reasons outside our reasonable control or any industrial action which happens for reasons outside our reasonable control) if this prevents us from providing our usual service;
- 15.6.2 any person refusing to accept payment or
- 15.6.3 any cash dispenser failing to issue cash.
- 15.7 We will not be liable for the way in which you are told about any refusal or delay.
- 15.8 In case of errors or disputes about transactions, contact us in ways described in our website.

## **16. Altering these Terms and Conditions**

- 16.1 We may change any of these terms and conditions by notifying you by email, or by a notification within the Pockit App, including changes to fees and charges, or to introduce new terms. If we make any changes, we will give 60 days prior notice to you by ways described in our website.
- 16.2 If we change these terms and conditions, the new terms and conditions will be available at [www.pockit.com/terms](http://www.pockit.com/terms) from the date we notify you of the change.
- 16.3 You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection before the proposed date of the change. Between receipt of the notice and the proposed date of change, if you notify us that you do not accept the change, this agreement will terminate immediately and subject to condition 11.4.2 you can redeem your total balance at that time without charge.

## **17. Closure rights**

- 17.1 If you change your mind about having the account and card, you can close it within 14 days of the date you receive confirmation of your application being approved by contacting us in ways described in our website [www.pockit.com](http://www.pockit.com). You will not be charged for closing your account and cancelling your card during this period. We will refund any balance remaining on the card to you and any fees that you have paid.

17.2 You can also close your Account and cancel your Pockit Card any time after the 14 day period subject to an account closure fee as set out in the Summary Box by contacting Customer Services. You should also cut your Pockit Card in half through the signature box, magnetic strip and chip.

17.3 You will not be entitled to a refund of money you have already spent on transactions authorised, or pending or any fees for use of the Pockit Card or Pockit Account before the Account is closed or the Card or expires.

## **18. Ending this agreement**

18.1 We may terminate this agreement at any time. Unless there are exceptional circumstances, including abuse of staff, breach of Section 5, we shall give you 60 days prior notice.

18.2 Reasons for ending the agreement may include:

- if this agreement or your Pockit Card expires;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives; or
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card.

18.3 We may also close your Account and cancel your Card immediately if we:

- suspect fraud or misuse of your card or account;
- have any other security concerns, or need to do so to comply with the law

18.4 We may close your account if you operate your account in a manner that could be classed as non-standard use of an Account e.g. solely for gambling purposes.

18.5 You can terminate this agreement by contacting us in ways described in our website, subject to conditions 12 and 14.

18.6 Once the termination of your account commences all payments mandates out of your account will be cancelled. Any payments into your account will be returned to sender. If a payment is in the process of being paid out when the closure process commences there is a possibility that the payment may still go through, It is your responsibility to ensure that you have made alternate arrangements for payments into and from your Pockit Account. Pockit does not accept liability for any payments made or missed as a result of the account termination process commencing.

18.7 If you do not redeem your full balance within 6 years of your card's expiry date, this agreement terminates.

18.8 If you waive any remaining balance in your account upon closure the funds will be transferred into an account held by us and your account will be closed.

18.9 If your account is classed as dormant which means there are no transactions on your Pockit Account in a consecutive 12 month period.

## **19 General**

19.1 By entering into this agreement you agree that we may use your information in accordance with the 'How we use your information' section of these terms and conditions, as set out in condition 19.

19.2 We may monitor and/or record telephone calls between you and us or service providers.

19.3 We may record all communications you have with Pockit including social media interactions.

19.4 You must provide us with an email and postal address and phone number and let us know of any changes. You must advise us as soon as possible of any changes to the details we hold for you, it is your responsibility to ensure that your details are up-to-date at all times.

19.5 We may transfer our rights or obligations under this agreement or arrange for any other person to carry out its rights or obligations under this agreement. You may not transfer any of your rights or obligations under this agreement.

19.6 We can delay enforcing its rights under this agreement without losing them.



19.7 If we cannot enforce any paragraph, condition or part of a paragraph or condition under this agreement, it will not affect any of the other paragraphs, conditions or the other part of the paragraph or condition in this agreement.

19.8 This agreement is governed by the law of England and Wales. The language of this agreement is English and all notices and information given under this agreement will be in English.

## 20 Payment services information

20.1 This condition 17 only applies if the supplier's bank is located within the European Economic Area (EEA) and the payment services being carried out are transacted in Euro, or another currency of an EEA member state.

20.2 We will ensure that a transaction you make is credited to the supplier's bank, or that returned funds following redemption or cancellation are credited to your bank within these timescales:

Type of Transaction	Timescale
Transaction carried out in a currency other than Euro (€) or Pounds Sterling (£) Or Transaction involving more than one currency	By the end of the fourth business day following the day on which the transaction or order is received
Any other Transaction	By the end of the business day following the day on which the transaction order is received

20.3 If you use your card or provide your card details to a supplier to make a transaction before you know the amount which is going to be charged to your card, then you may be entitled to request a refund if the amount is unexpectedly large, provided that you tell us within eight weeks from the date the transaction is deducted from your balance but you will NOT be entitled to a refund if you have been told by us, or the supplier, of the amount of that transaction at least four weeks before the transaction is due to be deducted from your balance, and you consented to the transaction.

20.4 On receipt of such a request under condition 17.3, we may require you to provide us with the information to ascertain whether the conditions in condition 17.3 have been met. Within 10 business days of receiving a request from you under condition 17.3 or of receiving any additional information required under this paragraph, we will provide a refund or justify why we are refusing the request.

20.5 We are liable for the correct execution of the transaction unless we can prove that the transaction was received by the supplier's bank, in which case the supplier's bank is liable to the supplier. You may request that we make immediate efforts to trace an incorrectly executed transaction and notify you of the outcome.

20.6 When a supplier initiates a transaction it is the supplier's bank which is liable for the correct transmission of the relevant details to us. If the supplier's bank can prove that it is not responsible for a transaction which has failed or has been incorrectly executed, we will be responsible to you.

20.7 If we are responsible for an incorrect amount of a transaction being deducted from your balance, we will correct the error. If we are responsible for a transaction being deducted from your balance which you did not authorise, we will refund the amount of the transaction to your balance and treat the transaction as if it had never occurred. You must inform us of an unauthorised or incorrect transaction as soon as possible and in any event no later than 13 months after the debit date. If you do not do so, we may not be liable.

20.8 We are not liable if you incorrectly identify the supplier under a transaction. In such a case, we will make reasonable efforts to recover the funds involved

## 21 Complaints and how to contact us

21.1 If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please contact us in ways described in the website. We have procedures in

place to make sure that we handle your complaint fairly and quickly, you can view the Pockit complaints procedure [here]. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Ombudsman, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK and e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## 22 How we use your information

- 22.1 We shall transfer information relating to you to a third party which will search your record at credit reference and fraud prevention agencies. These searches are to check your identity and we do not carry out full credit reference checks or credit scoring for this purpose. We will use an automated decision-making system to assess your application and verify your identity.
- 22.1.1 If we are unable to verify your identity adequately, we may ask you to provide some documentary evidence to help confirm your identity and address.
- 22.2 Credit reference agencies may check the details you supply against any particulars on any database (public or otherwise) to which they have access. An unrecorded enquiry will be made. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit.
- 22.3 If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.
- 22.3.1 The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies overseas.
- 22.3.2 Please contact us in ways described in the website if you would like details of those credit reference and fraud prevention agencies. You have a legal right to these details.
- 22.3.3 You have certain rights to receive a copy of any information we hold about you. Please contact us in ways described in the website. We may charge you for this service.
- 22.4 Some information held by credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:
  - 22.4.1 to prevent fraud and money laundering, by checking applications for credit, credit-related or other facilities, proposals and claims for all types of insurance, job applications and employee records, and to verify your identity.
  - 22.4.2 The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- 22.5 When you have an agreement with us we may use the following types of information about you:
  - 22.5.1 information you give us or we already hold about you, including any phone number you call us from, which we may record;
  - 22.5.2 information we receive when making a decision about your application or agreement, including information we receive from enquiries and searches made in your name with credit reference and fraud prevention agencies;
  - 22.5.3 information (including details of payments and transactions) we may hold about any managed account or policy which you hold with or through us, and
  - 22.5.4 information we receive from anyone who is allowed to provide us with information about you.
- 22.6 We will process, use, manage, control, release and record information about you to:
  - 22.6.1 search credit reference and fraud prevention agencies' records (including information from overseas) to manage your account;
  - 22.6.2 manage your accounts and policies, and manage any application, agreement or correspondence you may have with us;
  - 22.6.3 carry out, monitor and analyse our business;
  - 22.6.4 contact you by post, by phone or in another way about other products and services which we consider may interest you – unless you tell us that you prefer not to receive marketing by a certain method;
  - 22.6.5 fight fraud, money-laundering, terrorism and other crimes, and
  - 22.6.6 keep to any laws or regulations in any country
- 22.7 We may reveal information about you:
  - 22.7.1 to any person working for us or our co-brand partner
  - 22.7.2 to fraud prevention agencies;
  - 22.7.3 to any organisation which backs any of our products which you hold;

- 22.7.4 to any payment system under which we issue your card;
- 22.7.5 if a payment is processed through a worldwide payment system, to certain authorities in order to detect and prevent terrorism (including authorities outside the UK);
- 22.7.6 to any person to whom we transfer any of our rights or obligations under any agreement we may have with you, and
- 22.7.7 to a third party debt collection agency to assist in the collection of any negative balance(s) on your account.
- 22.7.8 to anyone you authorise us to give information about you to.
- 22.8 Processing your information, as described above, may involve sending it to other countries outside of the EEA including the United States of America. In such circumstances we are responsible for making sure that your information continues to be protected.
- 22.9 We will keep information about you for only as long as we need to or is required to meet legal obligations.

## 23 SUMMARY BOX

### Charges and Limits

This table summarises key product features and information and is not intended to replace the terms and conditions of the product. The Fees and limits that apply to each price point of the Pockit Account are set out below:

Limits (Amount)	Simple Limit Account Holder	Full Limit Account Holder
Maximum debit card load per week	Not available	£2,000
Maximum debit card load per day	Not available	£750
Maximum cash load at PayPoint	£249	£249
Maximum bank transfer in at any one time	£400	£1,500
Maximum bank transfer out at any one time	Not available	£2,500
Minimum bank transfer in at any one time	£10	£10
Minimum bank transfer out at any one time	Not available	£10
Daily bank transfers in	£400	£1,500
Daily bank transfers out	Not available	£2,500
Monthly bank transfers in	£800	£5,000
Monthly bank transfers out	Not available	£5,000
Annual bank transfers in	£2,000	£30,000
Annual bank transfers out	Not available	£30,000
Maximum balance at any time (the aggregate of Primary and all Additional Card accounts)	£2,000	£5,000
Maximum monthly payments in	£800	£5,000
Maximum annual payments in	£2,000	£30,000
Daily ATM withdrawal limit	£50	£250
Maximum monthly withdrawal limit	£100	£5,000
Maximum annual withdrawal limit	£250	£15,000

Limits (Frequency)	Simple Limit Account Holder ('SLAH')	Full Limit Account Holder ('FLAH')
Point of sale daily frequency	20	20
Point of sale monthly frequency	600	600
Point of sale annual frequency	600	1,000
ATM daily frequency (UK only for SLAH)	10	10
ATM monthly frequency (UK only for SLAH)	30	150
ATM annual frequency (UK only for SLAH)	50	180
Daily frequency of all payments in	10	10
Daily frequency of bank transfers in	2	5
Daily frequency of bank transfers out	Not available	5
Monthly frequency of all payments in	20	50
Monthly frequency of bank transfers in	15	15
Monthly frequency of bank transfers out	Not available	30
Annual frequency of all payments in	200	500
Annual frequency of bank transfers in	200	250
Annual frequency of bank transfers out	Not available	1,000

Contactless	Simple Limit Account Holder and Full Limit Account Holder
Maximum payment per transaction	£30

Fees	Simple Limit Account Holder and Full Limit Account Holder
Fee to buy card	£0.99
Fee to pay in by debit card (Not available to Simple Limit Account Holders)	£0.99
Fee to pay in by wages and benefits	Free
Fee to pay in by cash at PayPoint	£0.99
Fee to pay in by bank transfer	Free
Fee for making a bank transfer out (Not available to Simple Limit Account Holders)	£0.99
Fee for ATM withdrawal in the currency of the card. NOTE: ATM providers may raise addition charges.	£0.99
Fee for ATM withdrawal in a currency other than the currency of the card. NOTE: ATM providers may raise addition charges.	£2.25
Fee to make a global money transfer (remittance) (not available to Simple Limit Account Holders)	£0.99
FX fee for a global money transfer (remittance) (not available to Simple Limit Account Holders)	May vary depending on the remittance transaction amount, region and currency. You agree to pay

Fees	Simple Limit Account Holder and Full Limit Account Holder
	the FX fee provided to you prior to your final authorisation of the money transfer.
<b>Fee for additional card (up to a maximum of 3). Please note, additional cards are not available to Simple Limit Account Holders</b>	£0.99
<b>Fee for replacement card</b>	£3.00
<b>Fee for purchases in the currency of the card</b>	Free
<b>Fee for purchases not in currency of card</b>	Free
<b>FX fee for purchases not in currency of card</b>	4.00%
<b>Fee for redemption (when applicable – see condition)</b>	Free
<b>Fee for termination</b>	Free
<b>Monthly administration fee</b>	Free
<b>Inactivity fee</b>	£0.99 a month (after 6 consecutive months of inactivity)
<b>Investigation Fee (per transaction)</b>	Free
<b>Usage of Online Customer Portal</b>	Free
<b>Customer Service Line (Standard Network Rates Apply - 9p per minute for BT customers)</b>	Free