

VISA DEBIT CARD

Terms & Conditions

Email: businessdesk@oaknorth.co.uk
Tel: 0330 3801 181 (Monday to Friday, 9am to 5pm)
www.oaknorth.co.uk

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Visa Debit Card – Terms & Conditions

1. Agreement for your Visa debit card

- 1.1. These terms and conditions (Card Agreement) form the agreement between you and Transact Payments Limited regarding Your Visa debit card.
 - (a) We, us and our means Transact Payments Limited (TPL), a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA and company registration number 108217 and authorised by the Gibraltar Financial Services Commission.
 - (b) OakNorth means OakNorth Bank plc – incorporated and registered in England and Wales with company number 08595042 and registered office at 3rd Floor, 57, Broadwick Street, Soho, London, England, W1F 9QS – acting as our “Program Manager” that administers the Account and the Card issued by TPL.
 - (c) You and your in this Card Agreement means the Contract Holder of the Card and, as applicable, the Card User on the Contract Holder’s behalf.
- 1.2. TPL issues the Cards linked to your Account and provides settlement and certain other services to OakNorth in respect of Card Transactions and the Program more generally.
- 1.3. You will be asked to confirm Your acceptance of this Card Agreement when You apply for Cards via the Website or Business Banking Mobile App. If You refuse to accept this Card Agreement, then OakNorth will not be able to administer the issuance of Cards to you.
- 1.4. Please read this Card Agreement carefully. It will remain available to you for viewing and download on our Website. The version of this Card Agreement displayed on the Website at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Website should regularly be checked.

2. Definitions and Interpretation

Account: The business current account provided by OakNorth, governed by the Business Current Account – Terms & Conditions. For the avoidance of doubt, the operation of the business current account is not governed by this Card Agreement.

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Card Agreement or such other rule as deemed valid by TPL from time to time.

Business Hours means Monday to Friday, 9am to 5pm (UK time), excluding bank, national and public holidays in the United Kingdom.

Business Banking Mobile App means the mobile application where You can order Cards and perform certain operations in relation to the Card such as activation, viewing Transactions, and raising queries with Customer Services in relation to use of the Card. Use of the Business Banking Mobile App is governed by an agreement entered into between You and OakNorth.

Card means each plastic or virtual debit card issued to You by Us pursuant to licence by the Card Scheme, which has an underlying Account holding the balance of the Card in the Denominated Currency. References to the Card include all Card details, Security Details and PINs.

Card Scheme means Visa; Visa is a registered trademark of Visa International.

Card Services means any services provided by Us, OakNorth or any third-party service providers in connection with a Card.

Card User means an individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds held in the Account via a Card subject to this Card Agreement and on the Contract Holder's behalf.

Contract Holder means You, the corporate entity which, subject to the Corporate Account Platform agreement, owns the available funds that can be used by the Card User and to whom the Cards are issued.

Customer Services means the department in charge of providing customer support for the Card which can be contacted via the Business Banking Mobile App and as set out at <https://oaknorth.co.uk/contact/>

Denominated Currency means GBP.

Insolvency Event: occurs, with respect to any party, in the event of

- (a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- (b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- (c) that party being unable to pay its debts within the meaning of section 123 of the UK Insolvency Act 1986;
- (d) there being proposed in respect of that party any voluntary arrangement under section 1 of the UK Insolvency Act 1986 or any compromise or arrangement under Part 26 of the UK Companies Act 2006; or
- (e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

Large Business means any corporate entity that is not a Small Business or Microenterprise.

Microenterprise or Small Business means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent or, if it is part of a group, the group's annual turnover and/or annual balance sheet does not exceed EUR 2 million or currency equivalent.

Mobile App means the Business Banking Mobile App.

Personal Data means any registered personal identity details relating to the use of the Card including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

PIN or PIN Code means the personal identification number used to access certain Card services, provided to the Card User.

Program means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services established in accordance with this Card Agreement.

Prohibited use means any illegal purposes or the activities listed as "Prohibited Activities" on the [Website](#).

PSRs means The Gibraltar Financial Services (Payment Services) Regulations 2020 and the Payment Services Regulations 2017 of the United Kingdom and, where both such regulations apply, that which imposes the most stringent obligations on the payment services provider shall prevail to the extent of any conflict.

Regulatory Authority means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over TPL or OakNorth related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this Card Agreement, including without limitation the Gibraltar Financial Services Commission.

Security Details means certain information, including personal information, given by You on behalf of the Card User when applying for a Card and as notified to OakNorth by You from time to time.

Transaction means Your use of the Card to (i) make a payment, or a purchase of goods or services from a Merchant over the internet, by phone or mail order or (ii) withdraw cash from an ATM or bank, where permitted.

Website means <https://oaknorth.co.uk/>.

3. Purpose of the Card

- 3.1. The Card, whether plastic or virtual, is a debit card featuring immediate debit of funds from the Account and systematic authorisation. The Card allows Card Users to access available funds that have previously been credited to the Account. The Card is not a credit card and all use is limited to the amount held in the Account and any other limits referred to in this Card Agreement.
- 3.2. We shall issue the Card at the Contract Holder's request following Our acceptance of Your request to OakNorth via the Business Banking Mobile App. Plastic Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Card order request completed on the Business Banking Mobile App.
- 3.3. The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and for plastic Cards also at Automatic Teller Machines ("ATMs") and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use). The Card may not however be used in the prohibited countries listed on the [Website](#).
- 3.4. The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. Use of the Card is personal to You and the Card Users. You cannot assign Your rights under this Card Agreement, and the Card User is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Card Users to use the Card may be revoked at any time, in accordance with clause 11.1 below.
- 3.5. The Contract Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Card Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Card Agreement and understand the obligations regarding the use of the Card.

4. Use of Card

- 4.1. Activation and General Use of the Card
 - (a) The Card cannot be used unless it has been activated within the notified time by the Card User. An activation procedure will be provided with each plastic Card. You must know, and ensure that Card Users know, and follow the steps required to activate the plastic Card and the instructions must be followed. You shall only supply the Card to the Card User and You shall be responsible for ensuring that each Card User complies with this Card Agreement where applicable.
 - (b) The Card is only for use by the Card User and expires on the date on the back of the Card. The Card cannot be used after it has expired.
 - (c) The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
 - (d) When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.
 - (e) You agree to accept a credit to the Account if a Card User is entitled to a refund for any reason for goods or services purchased using the Card.
 - (f) We are not responsible for ensuring that ATMs and point of sale terminals ("POS") will accept the plastic Card.
 - (g) Strictly for plastic Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval. We accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.
 - (h) You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose. Any further restrictions on use are set out on the [Website](#).

4.2. Foreign Exchange

- (a) All payments made during using Your Card shall be in the Denominated Currency. If the Card is used to pay for goods and services in a different currency to the Denominated Currency, You will be charged an exchange rate set by the Scheme on the date the Transaction is processed. You will also be charged a foreign exchange Fee as set out on the Website. If you withdraw cash from an ATM you will also be charged a fee as set out on the Website. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website prior to making a Foreign Currency Transaction.

4.3. Available funds

- (a) The Card User should ensure that sufficient funds are available on the Account prior to attempting to make any Card Transaction.
- (b) The Card can only be used if the Account has a positive balance.
- (c) Strictly for plastic Cards, payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Account has adequate funds to meet the amount required by the pre-authorisation.
- (d) The Card User may obtain certain information concerning the Card and recent Transactions via the Business Banking Mobile App at all times or by contacting Customer Services by telephone during Business Hours.

4.4. Temporary blocking of the Card

- (a) The Card User and/or Contract Holder may request to have the Card temporarily blocked via the Business Banking Mobile App, or by contacting Customer Services during Business Hours.
- (b) You and/or the Card User may request that the Card be unblocked at any time via the Business Banking Mobile App, or by contacting Customer Services within Business Hours.
- (c) Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform OakNorth of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- (d) If We block or suspend a Card without you contacting us to request this, OakNorth shall notify You and/or the Card User by e-mail, if possible prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any Applicable Law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Services, but the discretion to unblock the Card or resume provision of Our services will be at OakNorth and TPL's discretion.

- 4.5. Refund: (a) Goods or services paid for with the Card cannot be refunded by a retailer unless there was a prior Card Transaction debited from the Account by that retailer of an equal or higher amount than the refund requested. If the Card User and retailer agree a refund, the retailer may process the refund via a POS terminal. Amounts credited to the Account via the retailer as refunds shall be available no more than 3 (three) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, We reserve the right to terminate this Card Agreement.

In relation to Small Businesses only:

- (b) In the event that you inform us of any unauthorised or incorrectly executed Transaction without undue delay, or in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Card Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- (c) In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the

event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

- (d) In the event that a Transaction that was executed within the United Kingdom arrived later than it should have according to the terms of this Card Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- (e) In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause (f), only in circumstances where you can prove that:
 - (i) the exact Transaction amount was not specified when you authorised the payment; and
 - (ii) the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Card Agreement and the relevant circumstances of the case.
- (f) The refund referred to in (e) will not be provided if:
 - (i) the amount relates to currency exchange fluctuations; or
 - (ii) you have given your consent to execute the Transaction directly to us; or
 - (iii) information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or
 - (iv) you request the refund from us later than 8 weeks from the date on which it was debited.

5. Card Limits and Fees

- 5.1. The Card Fees and Limits provisions available at the following link on the [Website](#) will apply to the Card.
- 5.2. Withdrawal and/or Transaction limits may apply to the Card, as set out on the [Website](#).
- 5.3. When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.
- 5.4. Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees as set out on the [Website](#) shall be charged to the Account. These fees cannot exceed the amount of the payment order.

6. Card Security

- 6.1. Card Users must sign the back of the plastic Card as soon as they receive it.
- 6.2. You should treat the Card like cash. If it is lost or stolen, you may lose some or all of your money on your Card, in the same way as if you lost cash.
- 6.3. You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures, including, but not limited to, the following:
 - (a) never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
 - (b) not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
 - (c) not interfering with any magnetic stripe or integrated circuit on the Card;
 - (d) complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
 - (e) using only secure internet sites for making Card Transactions online;
 - (f) choosing strong passwords that mix alpha and numeric characters when managing the Account on-line;
 - (g) checking ATMs for signs of tampering, e.g. false fronts, before use;

- (h) shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
 - (i) reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 6.4. You shall never be required to provide Your PIN by telephone or on the internet in order to pay for goods or services or carry out a Transaction. If anyone asks You to reveal a PIN, the request should be refused and reported to Customer Services.
- 6.5. The Card may be disabled if an incorrect PIN is entered three (3) consecutive times at ATMs and/or POS. If the Card is disabled, please contact Customer Services within Business Hours to reactivate the Card.
- 6.6. You undertake, represent and warrant to Us that the Transactions that the Card User will undertake using the Card do not contravene any Applicable Law and that You and the Card User shall at all times comply with all Applicable Laws in relation to the performance of Your obligations under this Card Agreement.
- 6.7. Card Users shall not under any circumstances send their active Card to Us or any third party, by post or any other unsecure delivery method.
- 6.8. Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so We cannot guarantee that they will be secure and function at all times We accept no liability for unavailability or interruption.

7. Authorising Transactions

- 7.1. You will need to give your consent to each Transaction by, where applicable, a) using your PIN or other security code personal to you; b) providing the Card details and/or providing any other details personal to you and/or your Card; c) undergoing another secure type of two-factor authentication conducted by OakNorth or its service providers or d) holding your card near a contactless reader. If the transaction You have authorised is set to recur (for example subscriptions) You may revoke your authorisation by contacting Customer Services during Business Hours no less than two (2) business days prior to the date on which such recurring payment is to be made.
- 7.2. Once a Transaction has been authorised by you in accordance with clause 7.1, it cannot be revoked and the time of receipt of a Transaction order is when it is received by our processing partner. Once a Transaction has been authorised, this amount will be deducted from your available balance, however, the Transaction may remain in “pending” until the merchant provides us with a final amount (usually within 9 days, although it can be longer).
- 7.3. Your ability to use or access the Card may occasionally be interrupted, for example if OakNorth or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services within Business Hours should you experience any problems using your Card or Account and these will be resolved as soon as possible.

8. Loss, theft and misuse of cards

- 8.1. If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, You must stop using the Card and notify Customer Services (available for emergency fraud support 24/7 via phone on +44 (0) 330 380 1181) directly as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. The Card shall be suspended to avoid further losses upon Your notification to Customer Services in accordance with this clause. On request, at any time during a

period of 18 months after the alleged date of notification of loss, theft or misuse of the debit card You may request that we provide you with the means to prove that such notification was made.

- 8.2. We may also suspend a Card with or without notice if We suspect that the Card, PIN or any other Card-related security details have been, or are likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have breached a material provision of these Terms or that You have repeatedly breached any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.
- 8.3. You and/or the Card User will be required to confirm details of the loss, theft or misuse to OakNorth by contacting Customer Services by telephone during Business Hours (or in such other manner as prescribed by OakNorth).
- 8.4. You and/or the Card User may be required to assist Us, OakNorth, Our representatives or the police if the Card is stolen or We suspect the Card is being misused.
- 8.5. Replacement Cards will be sent to the correspondence address you have provided and may be subject to a fee as set out on the Website.
- 8.6. If any reported lost Card, that hasn't been previously cancelled, is subsequently found it must not be used unless You contact Customer Services first and obtain approval.
- 8.7. If you are a Small Business, You shall be liable for up to a maximum of £35 of losses due to unauthorised Transactions made before you informed us about the theft, loss or misappropriation of the Card. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Card Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.

9. Our Liability to You

- 9.1. We will not be liable to You in respect of any losses You or the Card User may suffer in connection with or arising from the Card, except where such losses are due to a breach by us of this Card Agreement or due to Our negligence. In addition, We will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale). In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any ATM or retailer refusing to or being unable to accept the Card; (iv) the way in which any refusal to accept the Card is communicated to You; (v) any infringement by You of any currency laws; (vi) Our taking any action required by any government, federal or state law or regulation or court order; or (vii) anything specifically excluded or limited elsewhere in this Card Agreement.
- 9.2. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).
- 9.3. You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 9.4. The above exclusions and limitations set out in this paragraph shall apply to any liability of OakNorth or our affiliates such as the Scheme, and other suppliers, contractors, representatives and any of their respective affiliates (each a "Protected Party") (if any), to you, which may arise in connection with this Card Agreement. This clause 9.4, and the exclusions and limitations set out in this paragraph, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with

the Contracts (Rights of Third Parties) Act 1999. This clause 9.4 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

10. Terminating this Card Agreement

- 10.1. This Card Agreement shall continue in force until termination of the Business Current Account – Terms & Conditions governing your Account or unless otherwise terminated in accordance with this clause 10 or clauses 11 and 12.
- 10.2. The Card Agreement may be terminated at any time by the Contract Holder by sending 30 days' written notice to Customer Services to the following email address: businessdesk@oaknorth.co.uk or by Us, or OakNorth for Us, sending 30 days' written notice to You if you are a Large Business or 2 months' notice to You if you are a Small Business.
- 10.3. On termination of this Card Agreement for whatever reason, you should destroy or return all Cards issued in respect of your Account to OakNorth and, from the time of termination, you shall no longer be entitled to use your Card for Transactions.
- 10.4. Once your Plastic Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

11. Causes for Termination

- 11.1. We reserve the right, at any time and without prior notice, at Our discretion to terminate the Card Agreement, to block or suspend use of the Card, restrict its functionality and/or to demand the return of the Card if any of the following circumstances arise:
 - (a) the plastic Card was not activated within the notified activation period;
 - (b) We reasonably suspect the security of the Card has been compromised in any way;
 - (c) your Business Current Account – Terms & Conditions with OakNorth which govern your Account has been suspended, restricted or terminated; or
 - (d) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
 - (e) in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
 - (f) we believe that your continued use of the Card falls outside of our risk appetite;
 - (g) we believe that your use of the Card may result in harm to us or our systems;
 - (h) you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Card Agreement;
 - (i) you haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false;
 - (j) we cannot process your Transactions due to the actions of third parties;
 - (k) you have breached this Card Agreement;
 - (l) in case of non-payment of any annual or other applicable fees, as set out on the Website; or
 - (m) You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.
- 11.2. As per clause 4, We shall remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for 1 month, We may terminate the Card Agreement instead.
- 11.3. Any termination or expiry of the Card Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Card Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

- 11.4. The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Card Agreement.

12. Penalties

- 12.1. In addition to such actions constituting a break of the provisions of this Card Agreement, any illegal or fraudulent use of the Card by You or the Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.
- 12.2. You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or the Card User or where You break any important provision or repeatedly break any provision of this Card Agreement and fail to remedy it.

13. Confidentiality and Data Protection

- 13.1. TPL will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Card Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Card Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Card Agreement in accordance with clause 11.1(g) above.
- 13.2. We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our [Privacy Policy](#), which is provided to you at the time we collect your Personal Data.

14. Corporate Opt-Out

- 14.1. If you are not a Small Business (Microenterprise), you agree that the following regulations of the UK Payment Services Regulations 2017 and Gibraltar Financial Services (Payment Services) Regulations 2020 (to the extent applicable) do not apply to this Card Agreement:

Gibraltar Financial Services (Payment Services) Regulations 2020:

- 17 to 37 inclusive (Transparency of conditions and information requirements for payment services);
- 39(1) (applicable charges);
- 41(4) (consent and withdrawal of consent), 49 (evidence on authentication and execution of payment transactions);
- 51 (payer's liability for unauthorised payment transactions), 53 (refunds for payment transactions initiated by or through payee), 54 (requests for refunds for payment transactions initiated by or through a payee), 57 (irrevocability of a payment order); and
- 65 & 66 (payment service providers'/payment initiation service provider's liability for non-execution, defective or late execution of payment transactions).

UK Payment Services Regulations 2017:

- 40 – 62 (Information requirements for payment services);
- 66(1) (charges);
- 67 (3) and (4) (consent and withdrawal of consent), 75 (evidence on authentication and execution of payment transactions);
- 77 (payer or payee's liability for unauthorised transactions), 79 (refunds for payment transaction initiated by or through a payee), 80 (requests for refunds for payment transactions initiated by or through a payee), 83 (revocation of a payment order); and

- 91 and 92 (payment service providers liability for non-execution or defective or late execution of payment transactions) and 94 (liability of payment service provider for charges and interest).

15. Variations of Card Agreement

- 15.1. We may make changes to this Card Agreement. In relation to changes that we make for the following reasons, we shall promptly notify you of such changes but there may be exceptional cases which we may not be able to do so in advance:
- to make these T&Cs easier to understand or fairer to you;
 - to correct non-material mistakes, ambiguities, inaccuracies or omissions where it is reasonable to do so;
 - to make improvements to the services we provide which are of benefit to you;
 - to reflect changes in security design or technology at no increased cost to you and which neither reduce your rights nor increase your responsibilities;
 - to respond to changes in law, codes of practice, industry-wide practices, court or ombudsman decisions or new regulatory practice; and
 - if a Regulatory Authority tells us to make a change as soon as possible.
- 15.2. We may make all other changes at our discretion but shall notify you in advance of the change(s) taking effect:
1. if you are a large business, we will tell you in writing via email no less than 30 days in advance of the change taking effect in line with our rights under the PSRs; and
 2. if you are a small business, we will tell you in writing via email no less than two (2) months in advance.
- 15.3. You will have the option to terminate this Card Agreement without charge by contacting Customer Services before the changes come into effect, if you choose to. If you do not notify us of your refusal to accept the change before the date that the change takes effect, we will assume that you accept the changes we have made.

16. Guarantee

- 16.1. OakNorth will at any time replace a Card reported as being defective. The defective product must be returned to OakNorth in that condition by registered post. Postage costs will be reimbursed by adding them to Your Account if the product is proven to be defective after being inspected by OakNorth's technicians.
- 16.2. If Our inspection of a returned Card reported by You or the Card User as being defective shows this to be incorrect then the Card shall be returned to You or the Card User.
- 16.3. The above guarantee is not applicable if:
- (a) the Card is used in a manner which breaks any important term or repeatedly breaks any term of this Card Agreement; or
 - (b) you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

17. General

- 17.1. Nothing in this Card Agreement will confer on any third party any benefit under, or the right to enforce this Card Agreement.
- 17.2. We may assign any of Our rights and obligations under this Card Agreement to any other person or business, subject to such party continuing the obligations to You herein.

17.3. We may contact You by email using the contact details You provide on the Business Banking Mobile App.

18. Complaints

18.1. The Card program is managed by OakNorth. Should you wish to contact us or complain about any aspect of our service please contact Customer Services within Business Hours.

18.2. Detailed information about complaints procedure can be found at the website:
<https://oaknorth.co.uk/complaints/>

19. Law

19.1. This Card Agreement and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Gibraltar.

20. Jurisdiction

20.1. You agree to the exclusive jurisdiction of the Gibraltar courts.

21. Language

21.1. The English language version of this Card Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

22. The Card Issuer and the Service Provider of the Card

22.1. Your Card is issued by Transact Payments Limited pursuant to its licence from the Card Scheme.

22.2. OakNorth administers and provides the Card issued by TPL and is available to give You customer service support within Business Hours if You have any queries. OakNorth also conducts activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on You.

OAKNORTH BANK

57 Broadwick St, Soho,
London W1F 9QS
www.oaknorth.co.uk

 Twitter
[@oaknorth](https://twitter.com/oaknorth)

 LinkedIn
[oaknorth bank](https://www.linkedin.com/company/oaknorth-bank)

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