

## **Tally Debit Mastercard Terms and Conditions**

These Tally Debit Mastercard Cardholder Terms (**Terms**) and the provisions of the Fee & Limits Schedule, (collectively the **Cardholder Agreement**) constitute a binding agreement between you and Transact Payments Limited.

### **1. Definitions & Interpretation:**

<b>Account</b>	The electronic money account provided by PayrNet Limited and opened in accordance with your agreement with such e-money provider. For the avoidance of doubt, the issuance of electronic money is not governed by this Cardholder Agreement.
<b>Cardholder Agreement</b>	These terms and conditions relating to the use of your Card(s) as amended from time to time.
<b>App</b>	The mobile application provided by Program Manager that allows you to access Card-related functions such as Card activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Card.
<b>Applicable Law</b>	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 Cardholder Agreement or such other rule as deemed valid by TPL from time to time.
<b>Available Balance</b>	The value of unspent funds loaded onto your Account and available to use.
<b>Business Day</b>	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar and Malta.
<b>Card</b>	Any Card, whether Virtual or Physical, issued to you in accordance with this Cardholder Agreement.
<b>Expiry Date</b>	For Physical Cards: The expiry date showing on your Card.  For Virtual Cards: the expiry date showing on your Card in-App.
<b>Fee</b>	Any fee payable by you as referenced in the Fees & Limits Schedule.

<b>Fees &amp; Limits Schedule</b>	The schedule contained in this Cardholder Agreement.
<b>KYC</b>	Means “Know Your Customer” and constitutes our verification of your Personal Details.
<b>Merchant</b>	A retailer or any other person that accepts e-money.
<b>Personal Details/Personal Data</b>	The registered personal identity details relating to the use of your Card and App including (but not limited to) your: 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.
<b>Physical Card</b>	A physical/plastic Card that can be used to carry out Transactions.
<b>PIN</b>	Personal Identification Number; that is, the security number provided for use with your Card.
<b>Program</b>	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 Cardholder Agreement.
<b>Program Manager</b>	TallyMoney Limited, incorporated and registered in England & Wales with company number 07089561 and registered office at 22 Nw Works 135 Salusbury Road, Queens Park, London, England, NW6 6RJ.
<b>Regulatory Authority</b>	As the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this Cardholder Agreement, including without limitation the Gibraltar Financial Services Commission.
<b>Scheme</b>	Mastercard; Mastercard is a registered trademark of Mastercard International Incorporated.
<b>Transaction</b>	The use of your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.
<b>Username and Password</b>	A set of personal codes selected by you in order to access the App.

**Virtual Card** A set of verification procedures used as a non-physical equivalent to a Physical Card and providing some or all of the functionality of a physical card. Any reference to a Physical Card in this Cardholder Agreement excludes the Virtual Card.

**Website** [www.tallymoney.com](http://www.tallymoney.com)

**we, us or our** Transact Payments Limited (“TPL”), a company incorporated in Gibraltar with registered address at 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA, company registration number 108217 and which is authorised by the Gibraltar Financial Services Commission.

**you or your** You, the person who has entered into this Cardholder Agreement with us by virtue of your use of the Card and any other person you have authorised to use any Cards in accordance with this Cardholder Agreement.

## **2. Your Cardholder Agreement and Card**

- 2.1 The Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Cardholder Agreement. If you do not agree with or accept any of the terms and conditions in this Cardholder Agreement, you should cancel your Card.
- 2.2 You can download the latest version of this Cardholder Agreement at any time from the Website.
- 2.3 The Card is not a credit card or connected in any way to your bank account. The Card is a payment instrument and amounts spent are settled with the Scheme in GBP/Pounds Sterling only.
- 2.4 You are not permitted to resell the Card.

## **3. Obtaining and activating your Card**

- 3.1 To apply for, and use, a Card you must be at least 18 and resident in the United Kingdom.
- 3.2 You may apply for a Card via the App and we may require you to provide information/documentary evidence to prove your identity and address and/or we may carry out electronic identification verification checks on you.
- 3.3 When you receive your Card, you must activate it. You may activate your Virtual or Physical Card by logging into your App, going to the ‘account’ tab and inputting the card reference number (9-digit code on the back, top, righthand corner of your physical card) to the activate box in the App.
- 3.4 Provided we have been able to successfully complete KYC, you shall receive an activation confirmation on the App and you will be able to use the Card.

## **4. Personal Details**

- 4.1 When entering into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided Program Manager with.
- 4.2 You must notify Program Manager of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.3 We, or Program Manager, reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Card, you authorise us and Program Manager to undertake electronic identity verification checks on you either directly or using relevant third parties.

## **5. Using your Card**

- 5.1 Your use of the Card is subject to the Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.
- 5.2 Your Card is to be used to spend the funds on your Account. Please refer to your agreement with PayrNet Limited for information on how to receive funds into your Account.
- 5.3 Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.
- 5.4 If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.
- 5.5 There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.
- 5.6 Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths. We accept no liability if a Merchant refuses to accept payment using the Card.
- 5.7 We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.

- 5.8 You must not use the Card for:
- i. gambling transactions
  - ii. any illegal purposes
  - iii. Quasi Cash - Money Transfer
  - iv. Quasi Cash - Financial Institution - Merchandise and Services
  - v. MasterCard - Quasi Cash-Merchant
  - vi. Bridge and Road Fees, Tolls
  - vii. Fuel Dispenser, Automated
  - viii. Cruise Lines
  - ix. Automobile Rental Agency–Not Elsewhere Classified.

## **6. Authorising Transactions**

- 6.1 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) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2 The time of receipt of a Transaction order is when it is received by our processing partner. 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.
- 6.3 Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.
- 6.4 Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card and these will be resolved as soon as possible.

## **7. Managing & Protecting Your Card**

- 7.1 You will need a Personal Identification Number (PIN) in order to make payments at a Merchant with the Card. Your PIN will be available to you by logging into the App via 2FA and inputting your passcode to the 'account' section of the App to 'view pin.'
- 7.2 If you forget your PIN, you may retrieve it by logging into the App via 2FA and inputting your passcode to the 'account' section of the App to 'view pin. For further assistance with any PIN-related queries, please contact Customer Services.
- 7.3 You must not give your Card to any other person or allow any other person to use it.
- 7.4 You are responsible for your Card, PIN, App and any related security details ("Security Details") and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):
- i. never letting any other person use your Security Details;
  - ii. never writing your Security Details on your Card or on anything you usually keep with your Card;
  - iii. keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.

- 7.5 Failure to comply with this condition 8 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence.
- 7.6 If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Services immediately.
- 7.7 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, Program Manager will notify you securely via email.
- 7.8 Once your 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.

## **8. Cancellation**

- 8.1 You may terminate your Card at any time by contacting Customer Services.
- 8.2 Once your Card has been cancelled, it will be your responsibility to destroy your Physical Card(s).
- 8.3 If any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

## **9. Expiry**

- 9.1 You will not be able to use your Card following its Expiry Date. This Cardholder Agreement shall terminate on the Expiry Date unless you are issued with a replacement card.

## **10. Termination or Suspension of your Card**

- 10.1 When this Cardholder Agreement is terminated, your Card cannot be used. We, or Program Manager for us, may terminate this Cardholder Agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us);
- 10.2 We, or Program Manager for us, can suspend your Card, restrict its functionality or terminate this Cardholder Agreement at any time with immediate effect if:
  - i. you haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
  - ii. you do not repay money that you owe to us; or
  - iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Cardholder Agreement; or
  - iv. we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;
  - v. your agreement with PayrNet Limited governing the provision of e-money has been suspended, restricted or terminated; or
  - vi. we believe that your use of the Card may result in harm to us or our systems; or
  - vii. we believe that your continued use of the Card may damage our reputation; or
  - viii. you become bankrupt; or
  - ix. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or

- x. we cannot process some or all of your Transactions due to the actions of third parties;  
or
  - xi. you have breached this Cardholder Agreement.
- 10.3 In the event that we do suspend or terminate your Card then, where lawfully permitted, we or Program Manager shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

## **11. Loss or Theft of your Card.**

- 11.1 You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card unless you contact us as specified in this condition.
- 11.2 You must contact us without delay by emailing us via [support@tallymoney.com](mailto:support@tallymoney.com) and freezing your card in-app by going to the 'account' tab of your App, if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any of the Security Details is known to an unauthorised person or you think that a Transaction has been incorrectly executed.
- 11.3 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 Cardholder 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.
- 11.4 Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.
- 11.5 Replacement Cards will be sent to the most recent address you have provided and will not be subject to a fee for cases of confirmed fraud. One free replacement Card may be issued every 12 months for a lost Card.
- 11.6 You agree to cooperate with our agents, any Regulatory Authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 11.7 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 Cardholder Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 11.8 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.
- 11.9 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 Cardholder Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- 11.10 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 11.11, only in circumstances where you can prove that:

- 11.10.1 the exact Transaction amount was not specified when you authorised the payment; and
  - 11.10.2 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 Cardholder Agreement and the relevant circumstances of the case.
- 11.11 The refund referred to in 11.10 will not be provided if:
- 11.11.1 the amount relates to currency exchange fluctuations; or
  - 11.11.2 you have given your consent to execute the Transaction directly to us; or
  - 11.11.3 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
  - 11.11.4 you request the refund from us later than 8 weeks from the date on which it was debited.

## **12. Payment Disputes**

- 12.1 If you dispute a Transaction that you have authorised, and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 12.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable.
- 12.3 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask Program Manager to investigate the Transaction. If an investigation occurs, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee, subject to the Fees & Limits Schedule. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

## **13. Foreign Exchange**

- 13.1 If you use your Card in a currency other than the currency in which your Card is denominated ("Foreign Currency Transaction"), the amount deducted from your Available Balance will be the amount of the Foreign Currency Transaction converted to your Card currency using a rate set by the Scheme.
- 13.2 You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule. 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.

## **14. Our Liability**



- 14.1 We shall not be liable for:
- i. any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
  - ii. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
  - iii. any use of this Card that is contrary to this Cardholder Agreement;
  - iv. any goods or services that are purchased with the Card; and
  - v. any damages due to loss, fraud or theft that you have reported to us later than 13 months after the event.
- 14.2 We will not be liable to you if your contact details have changed and you have not told us.
- 14.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 14.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 14.5 Nothing in this Cardholder Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 14.6 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 14.7 The above exclusions and limitations set out in this paragraph shall apply to any liability of Program Manager 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 Agreement. This clause 14.7, 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 14.7 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

## 15. Complaints

- 15.1 Should you wish to make a complaint about your Card, you may contact Customer Services by email at [support@tallymoney.com](mailto:support@tallymoney.com) to submit details of any such complaint.
- 15.2 Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by email and (where applicable) by phone call within 15 Business Days.
- 15.3 If, having received a response from our Customer Services team, you are unhappy with the outcome you can escalate your complaint to TPL's Complaints Department by writing to [complaints@transactpaymentslimited.com](mailto:complaints@transactpaymentslimited.com)
- 15.4 If TPL's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of your complaint.

- 15.5 We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 15.6 In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi).

## **16. General Communication**

- 16.1 Any communication from us or from Program Manager to you will be given via email (using the latest contact details with which you have provided us).
- 16.2 You may contact Customer Services via the details which are set out in clause 1.

## **17. Personal Data**

- 17.1 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 Cardholder Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Cardholder Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Cardholder Agreement in accordance with clause 10.2(iii) above.
- 17.2 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.

## **18. Changes to the Terms and Conditions**

- 18.1 We may update or amend this Cardholder Agreement at any time on at least 2 months' advance notice, which we shall instruct Program Manager to give you by email (using the latest contact details you have provided us with).
- 18.2 If you do not agree with the changes to the Cardholder Agreement, you may at any time within the 2-month notice period terminate your Cardholder Agreement. You will be deemed to have accepted any change to this Cardholder Agreement unless you notify us before the proposed date of the change.
- 18.3 If any part of this Cardholder Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

## **19. Language**

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

## **20. Governing Law**

20.1 This Cardholder Agreement is governed by Gibraltar law.

## **21. Jurisdiction**

21.1 You agree to the non-exclusive jurisdiction of the courts of Gibraltar.

## **22. Miscellaneous**

22.1 Any delay or failure to exercise any right or remedy under this Cardholder Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

22.2 The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. Please refer to your agreement with PayrNet Limited governing the provision of e-money for information on the safeguarding of your funds.

22.3 If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

22.4 You may not assign or transfer any of your rights and/or benefits under this Cardholder Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Cardholder Agreement have been paid by you in full. We may assign our rights and benefits under this Cardholder Agreement to a third party and may subcontract any of our obligations under this Cardholder Agreement.

### **Fees and Limits Schedule**

Issuing Fees	Fees (GBP)
Virtual/Physical Card Fee	0
Card Activation Fee	0
Transaction Fees and usage	
International/domestic ATM withdrawal (exclusive of ATM operator fees)	0
Miscellaneous Fees	
Chargeback processing	0
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use)	200 tally after the first replacement in 12 months*

\*Fees charged for the replacement of a Card which has been lost, stolen, misappropriated or subject to unauthorised use shall not exceed costs directly attributed to the Card.

**LIMITS**

Limit Type	Frequency	Value
Max. Spend Value (£)	per week	21,000
Max. Number POS (#)	1 day	24
Max. Value POS (£)	1 day	10,000
Max. Number ATM (#)	1 day	3
Max. Value ATM (£)	1 day	250