

# Transact Payments Account and Tally Debit Mastercard

## Terms and Conditions

Version: 2.0

Last updated on 04/11/2024

**IMPORTANT INFORMATION:** Please read this Agreement carefully before requesting a Transact Payments Account and a TallyMoney Debit Mastercard. This Agreement becomes effective and binding on you when you click to accept it when you apply for a Transact Payments Account and a TallyMoney Debit Mastercard. This Agreement will continue until either you or we end it, in accordance with the terms set out below.

This Agreement includes the Fee & Limits Schedule at the end of this document and constitutes a binding agreement between you and Transact Payments Limited. The Account issued by Transact Payments Limited is utilised as a pay-through mechanism to receive/send funds into your TallyMoney Account. Such funds momentarily pass through your Transact Payments Account in GBP from external bank accounts using Faster Payments, CHAPS and other methods which we notify you about from time to time.

### 1. Definitions & Interpretation:

<b>Account Information Service Provider</b>	A third-party payment service provider which is authorised by a financial regulator to provide online account information services and access certain online account information.
<b>TallyMoney App</b>	The mobile application provided by Tally.
<b>Applicable Law</b>	any law (including but not limited to, any local law of the jurisdictions into which the Transact Payments Account and/or TallyMoney Card are 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 published by any Regulatory Authority, any order issued by a court which has jurisdiction over you, us or Tally, or any rule or requirement set by Mastercard related to the TallyMoney Card or Transact Payments Account and/or any of the services to be provided under this Agreement or such other rule that we consider to be valid and as amended from time to time.
<b>Available Balance</b>	

	The value of unspent funds available for you to use and held either (i) by TPL in GBP in your Transact Payments Account; or (ii) by TallyMoney UK Ltd in tally® in your TallyMoney Account.
<b>Business Day</b>	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar.
<b>TallyMoney Card</b>	Any physical or virtual Card which we issue to you in accordance with this Agreement.
<b>Card Transaction</b>	Using the TallyMoney Card to make (i) a payment, or a purchase of goods or services from a Retailer where you pay (in full or in part) with the TallyMoney Card, including where you pay over the internet, by phone or mail order or (ii) a cash withdrawal from an ATM or bank using the TallyMoney Card.
<b>CHAPS</b>	the Clearing House Automated Payment System, a service which allows organisations to make same-day payments to an account within the UK, within the CHAPS operating days and times.
<b>Customer Services</b>	The contact centre for dealing with queries about the Transact Payments Account and TallyMoney Card. You can contact Customer Services by: <ul style="list-style-type: none"> <li>i. calling 0203 858 0373 (your network provider may charge a fee for calling this number);</li> <li>ii. e-mailing support@tallymoney.com from the email address registered to the TallyMoney App; and</li> <li>iii. Using the “support” in-app live chat functionality.</li> </ul>
<b>Direct Debit</b>	a payment collected via the UK Direct Debit scheme from or to your Transact Payments Account.
<b>Expiry Date</b>	For Physical Cards: the expiry date shown on the Card. For Virtual Cards: the expiry date which can be found in the ‘Card’ section of the TallyMoney App.
<b>Faster Payments</b>	A service which allows you to make and receive electronic payments in the UK. The payment is received by the recipient organisation or bank within 2 hours, as long as the receiving organisation or bank is part of the Faster Payments Scheme.
<b>Fee</b>	Any fee payable by you as referenced in the Fees & Limits Schedule.
<b>Fee Schedule</b>	The schedule contained in this Agreement.
<b>GBP</b>	Great British Pounds.

<b>KYC</b>	Means “Know Your Customer” and refers to the ways in which we are required to check your Personal Details and identity.
<b>Mastercard</b>	Mastercard, the payment network applicable to the TallyMoney Card.
<b>Payment Initiation Services Provider</b>	A third-party payment service provider which is authorised by a financial regulator to provide an online service to make payments.
<b>Personal Details/Personal Data</b>	The registered personal identity details that are collected from you relating to your use of the Transact Payments Account and TallyMoney Card 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 you can use to carry out Transactions.
<b>PIN</b>	Personal Identification Number; that is, the security number which we give to you to use with the TallyMoney Card
<b>Program</b>	The marketing, processing, administration, supervision, maintenance, servicing, authorisation or usage of the TallyMoney Card and Transact Payments Account and any other payment services established in accordance with this Agreement.
<b>Program Manager, Tally</b>	TallyMoney UK Ltd, 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>	Mastercard and/or any regulator or agency (for example, the Gibraltar Financial Services Commission, which is the body which grants our e-money licence and which supervises our actions) which has authority over us or Tally in relation to the TallyMoney Card, Transact Payments Account, Program or any services provided under this Agreement.
<b>Retailer</b>	A retailer or any other person which accepts e-money.
<b>tally®</b>	An electronic record of ownership of physical gold in units of one milligram provided by TallyMoney UK Ltd and its parent entity, Tally Central Ltd, and which is governed by the TallyMoney UK Ltd Customer Terms and Conditions.
<b>TallyMoney Account</b>	A holding account, which is not a payment account, denominated in tally® that is issued by TallyMoney UK Ltd and its parent entity, Tally Central Ltd which is governed by the TallyMoney UK Ltd Customer Terms and Conditions.

<b>Third-Party Provider/TPP Transaction</b>	An Account Information Service Provider or a Payment Initiation Service Provider.  Any debit, credit or adjustment to a Transact Payments Account.
<b>Username and Password</b>	A set of personal codes selected by you in order to access the TallyMoney App;
<b>Virtual Card</b>	A non-physical Card that you can use to carry out Card Transactions. When we refer to a Physical Card in this Agreement, we are referring only to the Physical Card and not the Virtual Card.
<b>Transact Payments Account</b>	The electronic money account used as a pay-through mechanism, provided to you by TPL and opened in accordance with this Agreement.
<b>Website</b>	<a href="http://www.tallymoney.com">www.tallymoney.com</a>
<b>we, us or our</b>	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 as an electronic money institution.
<b>you or your</b>	You, the person who has entered into this Agreement with us by applying to open a Transact Payments Account and (where applicable) be issued with a TallyMoney Card in accordance with this Agreement.

## 2. The Agreement, Transact Payments Account and TallyMoney Card

- 2.1. The Transact Payments Account is an electronic money account provided by us in accordance with our licence granted by the Gibraltar Financial Services Commission. You must use the Transact Payments Account in accordance with this Agreement.
- 2.2. **TPL is not responsible for issuing you with tally® or with gold custody and does not provide those services. Those services are not authorised by the Gibraltar Financial Services Commission and are unregulated services provided to you by TallyMoney UK Ltd. You are responsible for the Transactions that you make using your Transact Payments Account and your TallyMoney Card and you take any and all responsibility for deciding to purchase tally®. TPL is only responsible for providing you with a regulated payment account which you send your funds to (and out of) in Pounds Sterling and a TallyMoney Card which allows you to make Card Transactions in Pounds Sterling. Once your funds are converted to tally®, they are no longer held by TPL and are not governed by this Agreement. Please refer to the TallyMoney UK Ltd Customer Terms and**

**Conditions, which set out the rules around the issuance to you of tally® and the account which holds that tally®.**

- 2.3. TPL is not responsible for any offers or promotions which relate to tally® and there are no offers or promotions which are governed by this Agreement.
- 2.4. The TallyMoney Card is issued by us in accordance with our licence from Mastercard and, if you are issued with a TallyMoney Card, you must use it in accordance with this Agreement.
- 2.5. You are not permitted to re-sell the TallyMoney Card.
- 2.6. You can download or print the latest version of this Agreement at any time from the TallyMoney App and/or Website and/or request a paper copy from Customer Services.
- 2.7. If you do not agree with or accept any of these terms and conditions, you should close the Transact Payments Account and cancel the TallyMoney Card.

**3. Applying for a Transact Payments Account and TallyMoney Card**

- 3.1. To apply for, and use, a Transact Payments Account and TallyMoney Card you must be at least 18 and resident in the United Kingdom. The Transact Payments Account and TallyMoney Card are for consumer purposes only and are not permitted to be used for business or commercial purposes.
- 3.2. You may apply via the TallyMoney App (downloaded via Google Play or the Apple App Store). 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. Once we have been able to successfully complete KYC and you receive your TallyMoney Card, you must activate it. You may activate your Physical Card by logging into your TallyMoney App, going to 'Card' in the menu and selecting "activate" then following the prompts in the TallyMoney App.
- 3.4. Your Virtual Card can be ordered in the TallyMoney App and will automatically be activated.
- 3.5. You are only allowed to hold one Transact Payments Account. If we discover that you do have more than one Transact Payments Account, we may block the TallyMoney Card and Transact Payments Account and terminate this Agreement.
- 3.6. You are permitted to hold a Transact Payments Account without holding a TallyMoney Card. If a TallyMoney Card is issued to you, the conditions in this Agreement relating to TallyMoney Cards apply to you and your use of the TallyMoney Card.

**4. Personal Details**

- 4.1. When you buy goods and services online, some websites may require you to enter your Personal Details. If this happens, you should enter your up-to-date Personal Details.
- 4.2. You must notify Tally of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the TallyMoney App. You will have to pay for any loss that happens directly as a result of any delay in telling us that your Personal Details have changed or if you have not told us because you've been grossly negligent or committed fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you.

- 4.3. We, or Tally, reserve the right at any time to satisfy ourselves that your Personal Details are correct (for example, by requesting relevant original documents) including so that we can prevent fraud and/or money laundering. You also agree to authorise us and Program Manager to undertake electronic identity verification checks on you either directly ourselves or using relevant third-party companies at the time when you apply for a Transact Payments Account or TallyMoney Card or at any time in the future.

## **5. Using the Transact Payments Account**

- 5.1. You can use the Transact Payments Account subject to the Fees which you can find in the Fee Schedule. Any Fees (if applicable) will be deducted from the Available Balance as they are charged to you.
- 5.2. You can receive funds into the Transact Payments Account by electronic funds transfer using CHAPS, Faster Payments and any other payment type as notified by us to you from time to time. Your Transact Payments Account will be credited momentarily when we receive the funds and will then be converted to tally® and held by the Program Manager.
- 5.3. The Transact Payments Account will not be credited if:
- 5.3.1 the Transact Payments Account is suspended, restricted or terminated;
  - 5.3.2 the sender has provided incorrect/invalid Transact Payments Account details for the Transact Payments Account; or
  - 5.3.3 we suspect the transfer to be fraudulent.
- 5.4. If we are unable to credit the Transact Payments Account for any of the reasons in paragraph 5.3 then the funds may be sent back to the sender without us notifying you beforehand.
- 5.5. In order to manage our risk, particularly with respect to money laundering, fraud or security concerns, we also apply internal controls, including limits, to certain types of payment. We change these as necessary but for security purposes, we may or may not disclose them to you.
- 5.6. If for any reason whatsoever a Transaction is carried out (including a Card Transaction), but the amount is greater than the Available Balance, you must pay us the difference immediately. If you don't pay us after receiving a notification from us, we reserve the right to take all necessary steps to recover the difference, including taking legal action. We may charge the amount of the difference against any funds on the Transact Payments Account, including any funds that are transferred in at a later date. We may arrange for the Transact Payments Account and/or TallyMoney Card to be suspended until we are reimbursed with the difference.
- 5.7. The Transact Payments Account will be terminated if you use it for any illegal purposes, in accordance with clause 10.4.2 (j).
- 5.8. The Available Balance will not earn any interest.
- 5.9. You are not able to set up Direct Debits that utilise the Transact Payments Account.

## **6 Third-Party Access to the Transact Payments Account**

- 6.1 As the Transact Payments Account is not accessible online, Third-Party Providers (also referred to as 'TPPs' or 'Open Banking Providers') do not have access to the information in the Transact Payments Account and cannot initiate Transactions from the Transact Payments Account.

## **7 Using the TallyMoney Card**

- 7.1 You are permitted to open a Transact Payments Account without TPL issuing you with a TallyMoney Card. If you do apply for a TallyMoney Card, you can use it subject to the Fees which you can find in the Fee Schedule. The Fees will be deducted from the Available Balance as they are charged to you.
- 7.2 The TallyMoney Card is to be used to spend the Available Balance.
- 7.3 Unless we tell you otherwise, you can use the TallyMoney Card at any Retailer which accepts Mastercard.
- 7.4 There are certain circumstances when a Retailer may require you to have an Available Balance which is greater than the value of the Card Transaction you wish to make. Retailers may request this as they may need to access more funds than you initially planned to spend for example, when you make hotel or rental car reservations. If this happens, you will not have access to the blocked amount of funds until the Card Transaction is completed or, at the latest, for up to a period of 30 days. We will only block access to the exact amount of funds authorised by you. You will only be charged for the actual and final value of the Transaction.
- 7.5 You cannot use the TallyMoney Card at Retailers that cannot check that you have sufficient Available Balance for the Card Transaction (for example, Card Transactions made on trains, ships, some in-flight purchases and tollbooths which are not online).
- 7.6 We accept no liability if a Retailer refuses to accept payment using the TallyMoney Card. It is your responsibility to check the restrictions of each Retailer.
- 7.7 We do not recommend using a Virtual Card to buy an item over the internet that would require you to show a Physical Card in order to collect that item. For example, certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.
- 7.8 Depending on the type and location of the ATM and the TallyMoney Card settings, you may not be able to withdraw cash using a Virtual Card.
- 7.9 You must not use the TallyMoney Card for Transactions with the following services:
- gambling transactions;
  - Quasi Cash - Money Transfer;
  - Quasi Cash - Financial Institution - Merchandise and Services;
  - MasterCard - Quasi Cash-Merchant;
  - Bridge and Road Fees, Tolls;
  - Fuel Dispenser, Automated;
  - Cruise Lines;
  - Automobile Rental Agency–Not Elsewhere Classified; or
  - any illegal purposes.

## **8 Authorising Transactions**

- 8.1 You must give your consent to each Transaction by a) passing Secure Customer Authentication and/or b) providing the TallyMoney Card details and/or providing any other details personal to you and/or the TallyMoney Card. Once you have given such consent to the Transaction, we will consider it to be authorised by you.
- 8.2 When you make a Transaction, we consider it to be received when it is received by our processing partner, and the Transaction will appear in your TallyMoney App shortly thereafter.
- 8.3 Once a Transaction has been authorised by you and received by us, it cannot be reversed.
- 8.4 Your ability to use or access the Transact Payments Account or TallyMoney 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 the Transact Payments Account or TallyMoney Card and these will be resolved as soon as possible.

## **9. Managing & Protecting the Transact Payments Account and TallyMoney Card**

- 9.1 You will need a PIN to make payments greater than the contactless limit at a Retailer or to withdraw cash with the TallyMoney Card. You can access your PIN by logging into the TallyMoney App. From there you will be able to select 'Cards' from the menu and then 'view pin'.
- 9.2 If you forget your PIN, you can retrieve it from the TallyMoney App in the location set out in 9.1. For further assistance with any PIN-related queries, please contact Customer Services.
- 9.3 You must not give the PIN to any other person or allow any other person to use the TallyMoney Card, Transact Payments Account, TallyMoney App or device that you use to make Transactions.
- 9.4 You are responsible for the TallyMoney Card, Transact Payments Account, device, TallyMoney App and any related passwords, logins or other security details (we will refer to all of these as "Security Details" in the rest of this section 9) and you must take all possible measures to keep them safe and entirely confidential. Examples of these measures include (but are not limited to):
  - i. never letting any other person use your Security Details;
  - ii. never writing your Security Details down in a way that allows anyone else to recognise them;
  - iii. never writing your Security Details on the TallyMoney Card or on anything you usually keep with the TallyMoney Card; and
  - iv. keeping your Security Details secret at all times for example, by not using your PIN or password if anyone else is watching.
- 9.5 If you don't keep your Security Details safe, you may not be able to claim any losses if we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with unreasonable delay or with gross negligence or if you haven't complied with this Agreement when using the Card. In all other circumstances, if your Card is lost, stolen or misappropriated, the maximum amount that you will be required to pay will be £35.
- 9.6 If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Services immediately.

- 9.7 if we suspect or believe that there may be a security threat or a threat of fraud to the Transact Payments Account or TallyMoney Card, the Program Manager will notify you securely via email or directly to your mobile phone linked to your TallyMoney App via notifications, SMS or a telephone call.
- 9.8 Once your Physical 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.

## **10 Termination of this Agreement**

- 10.1 Unless this Agreement is terminated by you or by us, it shall remain in force.
- 10.2 When this Agreement is terminated, the Transact Payments Account and TallyMoney Card will be closed, and you are not permitted to use either of them.
- 10.3 Termination by You
- 10.3.1 You may close the Transact Payments Account or TallyMoney Card at any time by contacting Customer Services. Once the Transact Payments Account is closed, this Agreement will be terminated.
- 10.3.2 If any further Transactions are found to have been made or charges or Fees incurred using the Transact Payments Account or TallyMoney Card or if we receive a reversal of any Transaction which added funds to the Available Balance, we will notify you of the amount and you must immediately repay it to us.
- 10.4 Termination or Suspension by Us
- 10.4.1 We, or Program Manager for us, may terminate this 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.
- 10.4.2 We, or Program Manager for us, can suspend the Transact Payments Account or TallyMoney Card, restrict their functionality or terminate this Agreement at any time with immediate effect if:
- a) 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
  - b) you do not repay money that you owe to us; or
  - c) you fail to provide the Personal Data necessary for us to comply with our legal or regulatory obligations and to fulfil this Agreement; or
  - d) we reasonably suspect that the security of the TallyMoney Card or Transact Payments Account has been compromised or that you, or any third party, have used, or intend to use the TallyMoney Card or Transact Payments Account in a grossly negligent way or for fraudulent or other illegal purposes;

- e) your agreement with TallyMoney UK Ltd and/or Tally Central Ltd governing the issuance of tally® (TallyMoney UK Ltd Customer Terms and Conditions) has been suspended, restricted or terminated;
- f) we believe that your use of the TallyMoney Card or Transact Payments Account may result in harm to us or our systems; or
- g) we believe that your continued use of the TallyMoney Card or Transact Payments Account may damage our reputation; or
- h) you become bankrupt; or
- i) we are required to do so under Applicable Law or if we believe that your continued use of the Transact Payments Account and/or TallyMoney Card may be in breach of Applicable Law; or
- j) we cannot process some or all of your Transactions due to the actions of third parties; or
- k) you have breached an important part of this Agreement or have repeatedly breached any term of this Agreement and have failed to resolve it in a timely manner.

10.5 If we do suspend, restrict or terminate the Transact Payments Account or TallyMoney Card then, if we are legally allowed to, we or Program Manager will notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place. If possible, we or Program Manager will provide the reasons for the suspension, restriction, termination or refusal to execute a Transaction. If we suspend or block your TallyMoney Card or Transact Payments Account, we will unblock it as soon as the reasons for blocking it no longer exist.

10.6 You can redeem your Available Balance by withdrawing it at an ATM at any time while your TallyMoney Card is active. Once your Transact Payments Account is closed, and subject to any legal obligations that we have to comply with, you will be able to gain access to any funds (if applicable) in your Transact Payments Account at any time within six years from the date that this Agreement ends.

10.7 If your Transact Payments Account is closed and it holds funds, we may require that the funds are sent to an account in your name if you request that we send the Available Balance back to you. We may also require you to provide us with KYC information and/or documents so that we can check your identity. We may charge a Redemption Fee if you request your Available Balance before, or at least 12 months after, this Agreement ends. If we do charge a Redemption Fee, it is set out in the Fees & Limits Schedule.

10.8 If you owe us any funds or Fees when you request your Available Balance, we shall have the absolute right to deduct those funds or Fees from the funds held in your Transact Payments Account.

## **11 Loss or Theft of funds and the TallyMoney Card.**

11.1 You are responsible for protecting the Transact Payments Account and TallyMoney Card as if they were cash in a physical wallet – if the Transact Payments Account details or TallyMoney Card are lost or stolen, you may lose some or all of your Available Balance unless you contact us as specified in this section.

- 11.2 If you know or suspect that someone has gained unauthorised access to the Transact Payments Account, if you think the TallyMoney Card has been lost or stolen or if you think that a Transaction has not been carried out correctly or that you have authorised a Transaction that may be a scam, you must immediately contact customer support by emailing us at [support@tallymoney.com](mailto:support@tallymoney.com). You must also immediately freeze the TallyMoney Card by going to the 'account' section of the TallyMoney App.
- 11.3 If the TallyMoney Card was lost, stolen or used by someone without your permission and you haven't reported it to us when you became aware of it, you may be responsible for all of the losses. If our investigations show that you authorised a Transaction that you're disputing or that you acted fraudulently or that you negligently or intentionally breached the terms of this Agreement (for example, if you showed someone your PIN and they made a payment with your TallyMoney Card without you knowing about it), we may not refund you the amount that was spent.
- 11.4 Once you report a loss, theft or unauthorised use of the TallyMoney Card or Transact Payments Account, we will block them so that they can no longer be used.
- 11.5 Replacement TallyMoney 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 TallyMoney Card may be issued every 12 months for a lost TallyMoney Card.
- 11.6 You agree to cooperate with our agents, any supervisory authority, the police and us if the TallyMoney Card or Transact Payments Account is lost, stolen or if we suspect that someone has used it fraudulently.
- 11.7 If you think that a Transaction has been made that you didn't authorise or you think that it was incorrect, you must tell us as soon as possible, and no later than 13 months after the Transaction date, and we will refund the amount immediately. We won't refund it if we believe that the incident may have been caused by a breach of this Agreement, through gross negligence or if we have reasonable grounds to suspect fraud.
- 11.8 If you don't think we've carried out a Transaction correctly, we will immediately try to trace the Transaction and will notify you of the outcome. We will not charge you for doing this. If we are liable for the Transaction, we will refund the amount as soon as we can, together with the amount of any fees which may have been charged to you.
- 11.9 If a Transaction that you're disputing was initiated by a TPP, the TPP must prove that the Transaction was authenticated, accurately recorded and not affected by a fault linked to its payment initiation service.
- 11.10 If a Transaction that was made within the EEA or the UK arrived later than it should have, according to the terms of this Agreement, you may ask us to contact the receiving bank to ask them to treat it as if it was made on time.
- 11.11 If you ask us to investigate a Transaction which is initiated by a Payee (for example, a recurring payment which you have authorised) and the exact Transaction amount was not specified when you authorised the payment and the amount was more than you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case, we will refund that amount.

- 11.12 We won't refund it if the amount relates to currency exchange fluctuations, if you have given your consent to execute the Transaction directly to us or if information on the Transaction was made available in an agreed manner to you at least 4 weeks before the due date of the Transaction.
- 11.13 We will only provide a refund if you request it from us within 8 weeks of the date on which it was debited.
- 11.14 If a Transaction is paid into the Transact Payments Account that should not have been, we will, where possible, immediately send the funds back to the account or bank acting for the person who sent the payment. If this happens, you agree to return the funds to us and to provide the help we need to recover the amount from you. If we cannot recover the funds, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment so that they can recover the funds.

## **12 Payment Disputes**

- 12.1 If you dispute a Card Transaction that you have authorised, and which has been processed on the TallyMoney 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 the TallyMoney Card.
- 12.2 If the dispute cannot be resolved you should contact us at Customer Services, and we will try to help you to resolve it.
- 12.3 If you have reason to believe that a Card Transaction was carried out without your consent or in error, you may ask Program Manager to investigate it. 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 Card Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee, subject to the Fee Schedule. If you do not have sufficient Available Balance, you must repay us the amount immediately when we ask for it.

## **13 Foreign Exchange**

- 13.1 You can receive electronic funds transfers into your Transact Payments Account from Pounds Sterling (GBP)-denominated accounts only.
- 13.2 If you use the TallyMoney Card in a currency other than the currency of the TallyMoney Card (we will refer to this amount in this section as the "Foreign Currency Transaction"), we will use an exchange rate set by Mastercard to convert the amount to the currency of your TallyMoney Card and it will be deducted from your Available Balance. For example, if the fiat currency your TallyMoney Card converts to by default is Pounds Sterling and you buy a product in Euros, we will convert the Euros to Pounds and the equivalent Pounds amount will be deducted from your Available Balance.
- 13.3 You may also be charged a Currency Conversion Fee as set out in the Schedule below.
- 13.4 You can compare charges for currency conversion with other Cards' charges by checking the real-time percentage difference between the amount that will be charged on the Tally Card for a Foreign Currency Transaction (which consists of the mark-up applied by Mastercard as well as any other

charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can see this information on the TallyMoney App before you make a Foreign Currency Transaction.

- 13.5** Exchange rates can go up and down quickly and they may change between the time you make a Transaction and the time it is deducted from the Available Balance. You agree that any change to the exchange rate may be applied immediately and without us giving you any notice.

## **14 Our Liability**

14.1 We shall not be liable for:

i. any loss which occurs from anything which is directly or indirectly beyond our control. Examples of this include: if there aren't enough funds in an ATM, if the ATM network fails, if you can't withdraw funds due to the ATM operator setting limits on funds that can be withdrawn or if their data processing system doesn't work properly.

ii. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

iii. any loss arising from any use of your Transact Payments Account or TallyMoney Card that does not comply with this Agreement;

iv. any goods or services that you buy with the TallyMoney Card;

v. anyone refusing to accept the TallyMoney Card; and vi. any damages that you suffer due to loss, fraud or theft that you have reported to us later than 13 months after the event/debit date.

14.2 If the TallyMoney Card is faulty and this is our fault, our sole responsibility will be to replace the TallyMoney Card.

14.3 If funds are incorrectly deducted from your Available Balance and this is our fault, our sole responsibility will be to pay you the correct amount.

14.4 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

14.5 The exclusions and limitations set out in this paragraph will also apply to any of our partners, including Mastercard and other suppliers, contractors, representatives and any of their partners (if any) which may arise in connection with this Agreement.

## **15 Complaints**

15.1 If you would like to make a complaint about the TallyMoney Card or Transact Payments Account, please send an email to Program Manager's Customer Services department at [support@tallymoney.com](mailto:support@tallymoney.com).

15.2 Customer Services will try to respond to you by email as quickly as possible and at the latest within 15 Business Days.

15.3 If you're not happy with the response from our Customer Services team, you can escalate your complaint to the TPL Issuer Complaints Department directly via email at [complaints@transactpaymentslimited.com](mailto:complaints@transactpaymentslimited.com). Please ensure you include the required Personal Details so we can properly identify and contact you.

- 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 our findings within 35 Business Days of your complaint. We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 15.5 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 When we or Tally communicate with you, we'll do it by email, SMS text, push notification, phone or in-App chat. We'll use the latest email address which you have provided us with.
- 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 user of the Transact Payments Account and TallyMoney Card in order to operate the Transact Payments Account and TallyMoney Card. We need you to provide your Personal Data (for example, your name and address) so that we can carry out our obligations under this Agreement (for example, so that we can send you a TallyMoney Card with your name on it and send it to the right address). Sometimes we may need to use your Personal Data so that we can take certain steps, where you ask us to, before we enter into this Agreement. If you don't provide the Personal Data which we ask you for, we will take steps to end this Agreement in accordance with clause 10.4.2(c) 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 this Agreement**

- 18.1 We can update or amend this Agreement at any time if we give you at least 2 months' notice first. If we do this, we shall ask Tally to notify you by e-mail, using the latest email address you have provided us with.
- 18.2 If you do not agree with our proposed changes to the Agreement, you may end this Agreement at any time within the 2-month notice period. You can also withdraw any unused Available Balance at that time without incurring a Fee. If you don't notify us before the 2-month deadline, we will consider that you have accepted the changes to this Agreement.
- 18.3 If any part of this Agreement does not comply with any regulatory requirements, then we will not rely on that part, but we'll 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 a new regulatory requirement, we will make those changes as soon as we reasonably can.

## **19 Language**

- 19.1 Only the English language version of this Agreement, any communications that we send to you and any content on the Website will apply. If we translate this Agreement or any other content into another language, the translation is for reference only.

## **20 Governing Law**

- 20.1 This Agreement is governed by Gibraltar law.

## **21 Jurisdiction**

- 21.1 You agree to the non-exclusive jurisdiction of the courts of Gibraltar. 'Non-exclusive jurisdiction' means that you may also have the right to refer a dispute to the court of another country.

## **22 Miscellaneous**

- 22.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time. This means that if we don't enforce our rights against you at a particular time, we are still able to do so at a later time.

~~22.2~~—The Transact Payments Account and TallyMoney Card are payment service products and not deposit or credit or banking products and, as such are not governed by the Deposit Security Scheme of Gibraltar (<https://www.gdgb.gi>). The deposit scheme protects customers' money when financial firms fail. You can find out more about them at the link provided above. We will, however, safeguard your funds so that they are protected by Applicable Law if we become insolvent. If you'd like further information on how your funds are protected, please contact Customer Services.

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

22.4 You may not transfer any of your rights and benefits under this Agreement. This means that the Agreement is personal to you, and you can't transfer it to anyone else. You will remain liable until all TallyMoney Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may transfer our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement, if we reasonably believe that this would not have a significant negative effect on your rights.

22.5 The Transact Payments Account is provided by Transact Payments Limited pursuant to its licence from the Gibraltar Financial Services Commission and the TallyMoney Card is issued by Transact Payments Limited pursuant to its licence from Mastercard.

22.6 Tally administers the Transact Payments Account and TallyMoney Card issued by Transact Payments Limited and is available to give You customer service support if You have any queries. Our Program Managers also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on You.

## **Fees & Limits Schedule**

### **Transact Payments Account Fees**

No Transact Payment Account fees are payable by you.

Please note that Tally charges you certain fees under the [TallyMoney Customer Terms & Conditions](#).

### **TallyMoney Card Fees**

TallyMoney Card Fees are located within the [TallyMoney Customer Terms & Conditions](#).

### **LIMITS**

#### **TallyMoney Card Limits**

<b>Limit Type</b>	<b>Frequency</b>	<b>Value (GBP)</b>
<b>Max. Spend Value (£)</b>	per week	21,000
<b>Max. Number POS (#)</b>	1 day	24
<b>Max. Value POS (£)</b>	1 day	10,000, with a maximum single payment limit of £3,000
<b>Max. Number ATM (#)</b>	1 day	3
<b>Max. Value ATM (£)</b>	1 day	250