

## Terms And Conditions - Jervis Shopping Centre

These terms and conditions apply to your Gift Card. You must read them carefully. In these terms and conditions "Gift Card" means "Prepaid MasterCard® Card", "you" means the named Gift Cardholder and the authorised user of the Gift Card. "We", "us" or "our" means Wirecard Card Solutions Limited or RG Financial acting on its behalf. "Website" means our website at [www.jervis.ie](http://www.jervis.ie).

### 1. Your Gift Card

You can use the Gift Card at any location that displays the MasterCard® Acceptance Mark, including shops, restaurants, but not online, or on the telephone. Before using the Gift Card you need to make sure there are enough funds loaded on it. You will not be able and should not attempt to use your Gift Card after its expiry date.

Your Gift Card is not a credit card and you will not earn any interest on any funds loaded on your Gift Card.

### 2. Purchasing and activating your Gift Card

To purchase our Gift Card you must be a ROI/UK resident and we may require evidence of who you are and your address. In certain circumstances we will ask you to provide some documentary evidence to prove this and/or we may carry out checks on you electronically.

You must sign the signature strip on the back of the Gift Card as soon as it is received.

By using the Gift Card you are agreeing to these terms and conditions.

### 3. Loading your Gift Card

The maximum initial load on your Gift Card is €1,250. The balance on your Gift Card can never exceed €1,250 at any time. We reserve the right to refuse to accept any particular loading transaction.

Your Gift Card can be loaded with funds once and at time of purchase only. Upon receipt, your funds will be available for use without delay. Please see our Fees section below for details of our Load fees on this card.

### 4. Using your Gift Card

Detailed instructions on how to use your Gift Card are found on the Website. You will need to follow these instructions when using your Gift Card.

We will deduct the value of your transactions from the balance on your Gift Card. We will also deduct any applicable fees as soon as they become payable by you, see our Fees section below for details of our fees.

The Gift Card belongs to us. We may ask you to stop using your Gift Card and return it to us or destroy it. We may at anytime suspend, restrict or cancel your Gift Card or refuse to issue or replace a Gift Card for reasons relating to the following:

- we are concerned about security of your account or Gift Cards we have issued to you;
- we suspect your account is being used in an unauthorised or fraudulent manner;
- or we need to do so to comply with the law.

If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps.

Like other payment cards, we cannot guarantee a retailer will accept your Gift Card. We may also refuse to pay a transaction:

- if we are concerned about security of your Gift Card or we suspect your Gift Card is being used in an unauthorised or fraudulent manner;
  - If sufficient funds are not loaded on your Gift Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
  - if there is an outstanding Shortfall on the Gift Card in accordance with condition 12;
  - if we have reasonable grounds to believe that you are acting in breach of this agreement;
  - if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently);
- or • because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting us on +353 (0) 818 313 040 or writing to us at RG Financial, First Floor, Dargan House, 21-23 Fenian Street, Dublin 2, Ireland.

## 5. Authorising Transactions

Subject to the features of the particular Gift Card, the authorisation of a transaction can include authorising any single transaction, a series or recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.

A Gift Card transaction will be regarded as authorised by you where you;

- authorise the transaction at the point of sale by following the instructions provided by the merchant or retailer to authorise the transaction, which may include:

a) signing a sales voucher;

b) providing the Gift Card details and/ or providing any other details as requested;

c) waving/swiping the Gift Card over a card reader or inserting your Gift card into a card reading device for the purpose of making a payment

Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received. However, the following transactions may be withdrawn if you give notice to the supplier (providing a copy of the notice to us):

- any transaction which is agreed to take place on a date later than the date it was authorised as long as notice was provided no later than the close of business on the business day before it was due to take place;

We will pay the funds required by the retailer or merchant to cover the transactions authorised by you within 3 days of us receiving their request. A transaction (the payment order) will be received as follows:

- for purchases, at the time we receive the transaction instruction from the merchant acquirer;

- for other transactions which are communicated directly to us, at the time you ask us to complete the transaction.

- If, in relation to;

a) purchases, we receive the transaction instruction from the merchant acquirer; or

b) other transactions communicated directly to us, you ask us to complete the transaction after 10 working days, the transaction instruction or request will be deemed to have been received by us on the following business day.

## 6. Cancellation and expiry of your Gift Card

This agreement will continue indefinitely unless terminated. You have a legal right to cancel your unused Gift Card up to 14 days after you receive the Gift Card without being charged the Redemption Fee – this 14 day period is known as the "Cooling-Off Period". Under these terms and conditions, you also have the right to cancel your Gift Card at any time after the 14 day Cooling-Off Period without notice and any funds remaining on your Gift Card will be returned to you within 15

working days subject to satisfactory checks being completed. We may also cancel your agreement for any reason by giving you at least 2 month's notice:

- if this agreement or your card expires on a set date and we have not agreed to renew this Agreement;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives;
- if you fail to pay fees or charges that you have incurred or fail to put right any shortfall;
- in the event of your death

We may also cancel this agreement or suspend your card or account immediately if we believe your Gift Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this we will tell you as soon as we are permitted to do so.

If we cancel your Gift Card you must tell us what you want us to do with any unused funds within 3 months of the date we tell you your Gift Card is cancelled. If your Gift Card is cancelled, we will immediately block your Gift Card so it cannot be used. You will need to provide us with your physical Gift Card, your purchase receipt & Identification if applicable. If your Gift Card was purchased online you must present the activation letter sent to you.

You will not be entitled to a refund of money you have already spent on transactions authorised, or pending or any fees for use of the Gift Card before the Gift Card is cancelled or expires. You can cancel your Gift Card by mailing us using the "contact us" function on the Website, and confirming that you have destroyed your Gift Card.

If you cancel your Gift Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see "Your Rights to Redemption of Funds and Refunding of Transactions on your Gift Card" section below for further information. A Redemption Fee may be charged (see Fees section below) unless you have arranged to transfer any unused funds to another Gift Card managed by us, or you cancel your Gift Card within 14 days of receiving it.

On expiry of your Gift Card, you will not be automatically provided with a replacement card. However, if you require a replacement card please notify us and, subject to receiving acceptable evidence of identity from you, we will transfer any remaining funds to a new card.

When we issue a replacement prepaid card we may charge a fee. Please see section 12 for a summary of fees.

## 7. Keeping your Gift Card secure

You should treat your Gift Card like cash. If it is lost or stolen, you may lose some or all of your money on your Gift Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Gift Card safe and not let anyone else use it.

We recommend that you check the balance on your Gift Card regularly online at the Website. We will provide you with your Gift Card balance and a statement of recent transactions either by electronic means or on our secure webpage at any time. Your statement will show:

- information relating to each Gift Card transaction which will enable it to be identified;
- the amount of the Gift Card transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of charges for the transaction
- the date the transaction is authorised or posted on to the account.

## 8. Lost and stolen Gift Card and unauthorised or incorrectly executed payments

You must tell us without undue delay by calling us on our 24 hour lost and stolen card helpline +353 (0) 818 313 040 if you know or suspect that a Gift Card is lost or stolen or if you think a transaction has been incorrectly executed.

We will refund any incorrectly executed transaction immediately unless we have any reason to believe that the incident has been caused by a breach of this agreement, gross negligence or we have reasonable grounds to suspect fraudulent activity.

However, if the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Gift Card secure), you may be liable any loss we suffer because of the use of the Gift Card.

## 9. Our liability

We will not be liable for any loss arising from:

- any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary; or
- a retailer refusing to accept your Gift Card; or
- our compliance with legal and regulatory requirements;
- loss or corruption of data unless caused by our wilful default.

We are also not liable for:

- business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- any indirect or consequential loss.

## 10. Your Rights to Redemption of Funds and Refunding of Transactions on your Gift Card

### Redeeming Funds on your Gift Card

You have the right to redeem the funds on your prepaid card at any time in whole or in part. To do so, please either send us an e-mail using the "contact us" facility on the Website, or contact us by telephone on +353 (0) 818 313 040 requesting redemption and indicating the amount to be redeemed. If you request redemption of all funds on your Gift Card, please confirm in writing that you have destroyed your Gift Card by cutting it up.

When we process your redemption request, we may require you to provide us with documents such as identification so that we may process your request in accordance with legal requirements. We may also charge a redemption fee if one of the following circumstances applies:

- You are requesting redemption before termination or expiry of this agreement;
- You cancel this agreement before any agreed termination or expiry date; or
- You request redemption more than one year after the date of termination or expiry of this agreement

Please see section 12 for a summary of fees including redemption fees.

We will not redeem the value of the funds on your card to you if your request for redemption of the funds is made more than six years after the date of termination or expiry of this agreement.

We will send a cheque to your last notified address or arrange an electronic transfer to a bank account nominated by you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request.

### Refunding Transactions

You may be entitled to claim a refund in relation to transactions where:

- the transactions was not authorised under this agreement;
- we are responsible for a transaction which was incorrectly executed notified us in accordance with section 8 above;
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than

you could reasonably have expected taking into account normal spending patterns on the Gift Card or the circumstances of the transaction.

- A claim for a refund in the circumstances set out above will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or it is made more than 8 weeks after being debited to your account.
- We were notified of the unauthorized/incorrectly executed transaction within 13 months of the debit date

## 11. Changes to these Terms

We may change these terms at any time by notifying you by e-mail or other agreed means at least 2 months before the change is due to take effect. The up-to-date version of the Gift Card terms and conditions will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish immediately to terminate. In such circumstances we will refund any balance on the card in accordance with section 10 above and you will not be charged a Refund Fee.

We may make immediate changes to the exchange rate used to convert foreign transactions. For all transactions made in a foreign currency you can find out what the applicable exchange rate was at the time of the transaction via the MasterCard website <https://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html>.

## 12. Fees and Usage Restrictions

We do not charge any fees for checking your on-line balance and transactions. However the following fees do apply:

### On Application

#### Card issue fee

- No Charge Additional Card fee
- Not Applicable Other initial fees
- Not Applicable

#### Limits

- Minimum amount of initial load €10.00
- Maximum initial load €1,250.00
- Maximum card balance €1,250.00

#### Usage restrictions

- Cannot be used for ATM withdrawals
- Cannot be used for online(web) purchases
- No cash back facility
- For full details please refer to the Terms & Conditions

#### Ongoing Features

##### Replacement card fees

- €8.00 per card to replace a lost, damaged, stolen or expired card

##### Transaction Fees

- No Charge

##### Cash withdrawal fee

- Not Applicable

##### Service fees

- €3.00 per month Management Fee from Month 13

##### Balance Enquiry

- Free at Customer Service Desk in the Centre
- National Call rates apply to balance enquiry line (0818 313 040)
- Free for online balance enquiries

##### Top-up fees and limits

- Not Applicable

##### Other fees

- €8.00 to combine cards onto a single card (2 to 5 cards included)

##### Closure

##### Cancellation or Redemption

- €8.00 cash-out fee (cancellation of card & return of funds)

##### Expiry

- Card valid until the expiry date on the card

If we decide to increase or impose any new fees, we will tell you by e-mail, text, or post, at least two months before any changes take effect. Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Gift Card for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the retailer where the Gift Card was presented, in this circumstance we may seek the Shortfall from the retailer.

You agree that once we make this Shortfall known to you, we may charge you for the Shortfall amount. We may charge the amount of the shortfall from any other Gift Cards that you hold with us, to any other payment method which you may designate at that time, or against any funds which you may subsequently load onto your Gift Card or on any additional Gift Card ordered by you. Until we are reimbursed the Shortfall amount, we may suspend your Gift Card and any additional Gift Cards connected to you.

### 13. Your Details

You must let us know as soon as possible if you change name, address, phone number or e-mail address. If we contact you in relation to your Gift Card, for example, to notify you that we have cancelled your Gift Card or to send you a refund by cheque, we will use the most recent contact details you have provided to us. Any e-mail to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

### 14. Data Protection

In purchasing the Gift Card and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy is set out on our Website, it includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you don't want to receive any marketing materials from us.

### 15. Disputes with Retailers

If you have any disputes about purchases made using your Gift Card, you should settle these with the person you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Gift Card. Remember that once you have used your Gift Card to make a purchase we cannot stop that transaction.

### 16. Communication

If you have an enquiry relating to your Gift Card, you can use the "Contact Us" facility on the website. We will deal with your enquiry promptly. If you do not wish to enquire in this way you can alternatively call our 24 hour customer service telephone line and lost/stolen card helpline on +353

(0) 818 313 040. The customer services telephone line is a chargeable service. Calls are charge at the current National call rate. Call costs from mobile phones may vary.

#### 17. Complaints

The Gift Card programme is managed by RG Financial. If you are unhappy in any way with your Gift Card or the way it is managed, tell us by using the e-mail enquiry facility on the Website so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly. You may be able to take unresolved complaints to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: +44 (0) 845 080 1800 and e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

#### 18. Compensation

The Gift Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Gift Card. This means that in event that Wirecard Card Solutions becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

#### 19. Assignment

We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you 2 month's prior notice of this. If we do this, your rights will not be affected.

#### 20. Transfer to a new Gift Card

We may transfer your unused balance to a new Gift Card provided by a Gift Card issuer other than Wirecard Card Solutions at any time. Before we do this, we will give you 2 month's notice of the new Gift Card arrangements and the new Gift Card terms and conditions. Unless you advise us within the 2 month period that you do not want a new Gift Card from the new Gift Card issuer, you agree that we can automatically transfer the unused balance on your Gift Card to a new Gift Card provided by the new Gift Card issuer.

#### 21. Governing Law

This Agreement is concluded in English. All communications with you will be in English. These terms and conditions will be construed in accordance with English law.

#### 22. Fund Protection

As a responsible e-money issuer, Wirecard Card Solutions ensures that once it has received your funds they are deposited in a secure account, specifically for the purpose of redeeming transactions made by your Gift Card. In the event that Wirecard Card Solutions becomes insolvent funds that you

have loaded which have arrived with and been deposited by Wirecard Card Solutions are protected against the claims made by creditors.

### 23. Gift Card Issuer

Your Gift Card is issued by Wirecard Card Solutions (WDCS) whose principal office is Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ, which is authorised and regulated by the Financial Conduct Authority (registered number 900051) as an issuer of e-money. Your Gift Card is the property of Wirecard Card Solutions and is not transferable to anyone else.