wittix

Cardholder Terms & Conditions

Effective until 4 July, 2022

These terms and conditions apply to your prepaid card.

You must read these terms and conditions carefully. By using your card, you will be deemed to have accepted these terms and conditions. If you do not accept these terms and conditions you should not use your card.

Your card is issued by and is the property of AF Payments Limited (registered number 09356276), 33 Lowndes Street, London SW1X 9HX. AF Payments Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900440. Your card is not transferable.

If you have any queries or complaints, please contact customer services (see details below).

1. Definitions

"Card" means the Wittix Mastercard® card issued to You whether in the form of a plastic, digital or virtual card, under these Terms and Conditions.

"Card Account" means the electronic money account held by You with Us and to which Your Card is linked.

"Card Account ID Information" means any and all of the following pieces of information: your Card details (Card number, expiry date and CVV code), your PIN, information you use to log in to your Card Account, and any credentials and information specific to your Card Account.

"Customer Services" can be contacted on:

Email: helpdesk@wittix.com

Post: A. Goštauto 12A, 01108, Vilnius

Telephone: +370 5268 3303 Available [9:00-18:00]

Lost or Stolen Cards: +370 5208 4498 Available 24 Hours, 7 Days a Week

"Fees Table" means the table of fees and charges applicable to the Card as set out on the Website.

"Mastercard®" means Mastercard International of New York or its successors or assigns.

"Merchant" means a retailer or any other person or firm or company providing goods and /or services that accepts cards displaying the Mastercard® acceptance symbol in payment for such goods and /or services.

"PIN" means the personal identification number which We may issue or approve to be used with Your Card.

"Terms and Conditions" means these terms and conditions together with the Fees Table and any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

"Transaction" means any cash withdrawal, purchase of goods and/or services (as appropriate) completed by You using Your Card, or any action which alters the balance of Your Card Account.

"Us" or "We" or "Our" means AF Payments Limited.

"Website" means www.wittix.com.

"You" or "Your" means the person entering into these Terms and Conditions with Us.

2. Fees

2.1. Your use of Your Card is subject to the fees and charges set out in the Fees Table. These fees and charges are part of these Terms and Conditions. Any or all of these fees/charges may be waived or reduced at Our discretion. Our fees/charges may change over time; if so We will notify You in advance of such changes in accordance with Section 3.1. Your banking provider may charge a fee for the transfer of funds and/or additional ATM fees may be charged by the ATM provider. Any such fees would be in addition to the fees set out in the Fees Table.

2.2. Fees and charges will be paid from Your Card Account at such time they are incurred.

3. These Terms and Conditions

3.1. We may change these Terms and Conditions including without limitation changing existing fees or introducing new fees, from time to time. We will provide You with at least two months' notice before the proposed change comes into effect, however changes that (i) make these Terms and Conditions more favourable to You or that have no adverse effect on Your rights or (ii) relate to exchange rates shall come into effect immediately if so stated in the change notice. All such changes will be posted on the Website with a link to the amended terms and conditions and shall be notified to You either by (i) sending an email to the email address registered with Your Card Account, (ii) writing to you at the postal address registered with Your Card Account or (iii) requesting that You accept the amended terms and conditions when You access the Website.

3.2. The up-to-date version of these Terms and Conditions will be posted on the Website. You should check the Website regularly so that You can see the latest version. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.

3.3. You will be taken to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect.

In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and We will refund the balance on Your Card Account. In this circumstance You will not be charged a refund fee.

4. Scope of these Terms and Conditions

4.1. These Terms and Conditions govern Your use of Your Card and Card Account. The funds for all Transactions are held in Your Card Account and no interest will be paid on these. When You make a Transaction using Your Card the value of the Transaction plus any associated fees payable will be deducted from Your Card Account and used to complete the Transaction.

4.2. Your Card is a prepaid card and the funds loaded onto Your Card are known as electronic money. Your Card is not a credit card or a charge card. You can only spend to the value of the funds that are loaded onto it. All Cards are issued by Us pursuant to a license by Mastercard®.

4.3. Although Our activities are regulated by the Financial Conduct Authority, neither Your Card nor Your Card Account is covered by the Financial Services Compensation Scheme. However the funds in Your Card Account are safeguarded by Us in accordance with the Electronic Money Regulations 2011, which means that they are kept separate from Our assets so in the unlikely event We become insolvent, Your funds remain safe from Our creditors.

5. Card issuance

5.1. To use a Card You must be at least 18 years old. Before We can issue You a Card We will need to know some information about You. We will check Your identity and where You live. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However a credit check is not performed and Your credit rating will not be affected.

5.2. We reserve the right to refuse to issue You a Card.

5.3. If You have any problems with Your Card please contact Customer Services.

5.4. If You receive a plastic Card, You must sign it as soon as You receive it and activate it. Activation instructions are set out on the packaging that Your Card is attached to. Your Card cannot be used until this is done. A virtual card can be used immediately upon receipt and does not need to be activated.

6. Loading your card

6.1. Funds can be loaded in to Your Card Account by You by the Wittix Wallet. Depending on the method You use to load Your Card Account, a fee may be charged (see the Fees Table for details).

6.2. Limits apply to the number of times Your Card Account may be loaded in a day. Minimum and maximum load limits also apply, and these are set out in the Fees Table. We reserve the right to refuse to accept any particular load Transaction.

7. Use of your card

7.1. You can use Your Card to purchase goods and services anywhere Mastercard® is accepted. You can also withdraw cash at an ATM or over the counter at a financial institution displaying the Mastercard® logo, subject to there being sufficient funds in Your Card Account and the Merchant, ATM supplier or financial institution being able to verify this online. Keep your PIN and other Card Account ID Information safe and ensure that You log-off after all usage.

7.2. There are spending and withdrawal limits for the use of Your Card; please see the Fees Table for details.

7.3. Be aware that some ATM providers charge additional fees for the use of their ATMs and some Merchants add a surcharge for using certain types of cards. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.

7.4. We reserve the right to decline any Transactions at Our discretion.

a. We may at any time suspend, restrict or cancel Your Card or refuse to issue or replace a Card for reasons relating to the following:

i. We are concerned about the security of Your Card or Card Account;

ii. We suspect Your Card is being used in an unauthorised or fraudulent manner;

iii. We need to do so to comply with applicable laws, regulations or Mastercard rules; or

iii. You break an important part of these Terms and Conditions or repeatedly break any term in these Terms and Conditions and fail to resolve the matter in a timely manner.

b. If We take any of the steps referred to above in Section 7.4a., We will tell You as soon as We can or are permitted to do so either before or after We have taken such steps. We may ask You to stop using Your Card and return it to Us or destroy it. We will issue You with a replacement Card or re-activate Your Card if after further investigations We believe that the relevant circumstances no longer apply or exist.

c. We may also decline to authorise a Transaction:

i. if We suspect Your Card or Card Account is being used in an unauthorised or fraudulent manner;

ii. if sufficient funds are not loaded on Your Card Account at the time of a Transaction to cover the amount of the Transaction and any applicable fees; or

iii. if We believe that a Transaction will break the law.

d. 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 Customer Services.

We shall not be liable in the event that a Merchant refuses to accept Your Card or if We do not authorise a Transaction, or if We cancel or suspend use of Your Card. Unless otherwise required by law, We shall not be liable for any loss or damage You may suffer as a result of Your inability to use Your Card for a Transaction.

7.5. You must not spend more money on Your Card than You have in Your Card Account. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction. If this occurs You must pay the overspend to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You.

7.6. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any other Cards that You hold with Us or from any other payment instrument You designate to Your Card Account and against any funds which You subsequently paid into Your Card Account. We may suspend Your Card and any other Cards connected to You until we are reimbursed the overspend amount.

7.7. In certain sectors, Merchants such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You may spend or for which You require authorisation. The estimate may be for greater than the amount You spend or are charged, for example:

a. at restaurants You may be required to have a maximum of 20% more on Your Card than the value of the bill to allow for any service charge added by the restaurant;

b. at "pay at pump" petrol pumps (if applicable) You may be required to have an amount equal to the maximum Transaction value permitted at the pump in Your Card Account.

This means that some of the funds on Your Card Account may be held for up to 30 days until the Merchant has settled the Transaction amount and accordingly, You will not be able to spend this estimated sum during this period. We cannot release such sum without authorisation from the Merchant.

7.8. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash.

7.9. We accept no responsibility for the goods or services purchased by You with Your Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card to make a purchase, We cannot stop that Transaction. However, where You have used Your Card to buy goods or services You may have a claim against the Merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier’s description. You must notify Us of any dispute within 60 days of the purchase and the chargeback will only be applied to Your Card Account if successfully secured from the Merchant. If You wrongly make a chargeback claim, We will be entitled to charge You any fees We reasonably incur in pursuing the chargeback claim and We will be entitled to debit Your Card Account with the amount of any such fees.

7.10. Authorising Transactions:

a. A 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 to authorise the Transaction, which includes:

i. entering Your PIN or providing any other security code;

ii. signing a sales voucher;

iii. providing the Card details and/ or providing any other details as requested;

iv. waving or swiping the Card over a card reader;

v. inserting a Card and entering Your PIN to request a cash withdrawal at an ATM;

vi. making a request for a cash advance at any bank counter.

b. Authorisation for a Transaction may not be withdrawn (or revoked) by You after the time We have received it. However, any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as notice was provided no later than the close of business on the business day before the Transaction was due to take place. We may charge You a fee if a Transaction is revoked by You under this Section (see the Fees Table for details).

7.11. We reserve the right to apply a monthly maintenance charge, if we do, the amount will be set out in the Fees Table. You are responsible for all Transactions and fees charged to Your Card Account.

8. Transactions made in foreign currencies

If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currency of Your Card Account, then such Transaction will be converted to the currency of Your Card on the day We receive details of it. We will use Mastercard ® authorised rates applicable for such a Transaction see www.mastercard.com/global/currencyconversion. A foreign exchange fee will also apply (see the Fees Table for details).

9. Disputed Transactions

9.1. You may be entitled to claim a refund in relation to Transactions made using Your Card where:

a. the Transaction was not authorised under these Terms and Conditions;

b. We are responsible for a Transaction which was incorrectly executed and notified to Us in accordance with Section 14 below;

c. a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction.

However a claim for a refund in this circumstance will not be accepted if the amount of the Transaction was made known to You at least four weeks before the Transaction date or if the claim is made more than eight weeks after being debited to Your Card Account;

d. We were notified of the unauthorised/incorrectly executed Transaction within 13 months of the debit date of such Transaction.

9.2. If any of the above circumstances apply, You should contact the Merchant first as this may lead to a quicker resolution of the dispute. You can also ask Us to investigate the Transaction or misuse of Your Card. We will immediately process a refund of the amount of the disputed Transaction. We may need more information and assistance from You to carry out such investigation.

9.3. If We refund a disputed Transaction to Your Card Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Card Account, We shall deduct the amount of the disputed Transaction from the funds in Your Card Account. If there are no or insufficient funds then the provisions regarding overspend on Your Card Account (see Section 7.6 will apply) will apply.

9.4. If Our investigations discover that the disputed Transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Fees Table for details).

10. Card expiry and damaged and new cards

10.1. Your Card is valid for the period stated on the Card, unless its use is terminated earlier by Us in accordance with these Terms and Conditions. You will not be able to use Your Card once it has expired. We may renew Your Card when it expires so that You may continue to use the funds in Your Card Account. A Fee may apply (see the Fees Table for details) We reserve the right to decline to issue a replacement Card.

10.2. If You do not request, nor have we provided you with a new Card following expiry of Your Card, any funds remaining in Your Card Account will remain for a period of six years from the Card expiry date. Your Card Account may be subject to a monthly maintenance charge (see the Fees Table for details). You may contact Customer Services to request Your funds be returned to You at any time within the six year period. The funds cannot be provided to you in the form of cash (notes and coins). Any funds remaining in Your Card Account after six years will not be refunded.

10.3. If You ask, We may replace a damaged Card, in this circumstance a fee may apply (see the Fees Table for details). You will be asked to provide Us with Your Card number and other information so that We can identify You.

11. Refunds

11.1. If You receive a refund of sums paid for goods and services on Your Card, the refund amount will be added to the balance in Your Card Account.

12. Keeping your card safe

12.1. You must keep Your Card safe. Your Card is personal to You and You must not give it to anyone else to use. You must take all reasonable precautions to prevent fraudulent use of Your Card.

12.2. You will receive a PIN for Your Card and You must keep Your PIN safe. This means that when You receive Your PIN You must memorise it. You must keep Your PIN secret at all times. You must not disclose Your PIN to anyone including friends, family or Merchant staff.

12.3. If You suspect that someone else knows Your PIN, You must contact Customer Services immediately. If You forget Your PIN You can access it when You log on to Your Card Account.

12.4 You must keep your Card Account ID Information secure, as it provides access to Your Card Account details and Your Card PIN.

13. Liability

13.1 If You think that You have lost any of your Card Account ID Information, or they have been stolen, or in the event of an unauthorised Transaction, or a Transaction which has not been executed or has been incorrectly executed by Us, You must let Us know without undue delay and in any case no later than 13 months after the debit date, by contacting Customer Services. If requested to, You must also write to Us within seven days to confirm the loss, theft or possible misuse.

13.2 Subject to sections 13.3 and 13.4, You shall be entitled to a refund in the amount of an unauthorised Transaction or a Transaction incorrectly executed by Us and, where applicable, restoration of Your Card Account to the state it would have been in had the unauthorised or incorrectly executed Transaction not taken place, provided You have notified Us of the Transaction in question without undue delay and in any case no later than 13 months after the debit date (save where We have failed to provide or make available the required Transaction information to You). Any undue delay in making a notification may result in You being liable for any losses as a result.

13.3 Subject to section 13.4, You are liable up to a maximum of £50 (or the equivalent in the currency of Your Card Account) for any losses incurred in respect of an unauthorised Transaction arising from:

a. the use of Your Card or Card Account ID Information where these have been lost or stolen; or

b. where You have failed to keep your Card Account ID Information safe.

13.4 You will not be liable for any losses incurred in respect of an unauthorised Transaction if You have exercised reasonable care in safeguarding Your Card and Card Account ID Information from risk of loss or theft and, upon becoming aware of an unauthorised Transaction or the loss or theft of Your Card or Card Account ID Information, You notified Us promptly. You will not be liable for any losses which arise after You have notified Us that You believe Your Card or any of Your Card Account ID Information has been stolen or might be used in an unauthorised way, as specified in section 13.1.

13.5 You shall be liable for all losses incurred in respect of an unauthorised Transaction where:

a. You have acted fraudulently;

b. You have compromised the security of Your Card Account with intent or with gross negligence (for example by failing to comply with this section 13); or

c. You have provided any of Your Card Account ID Information to another person who then uses those details to make a Transaction.

In these circumstances, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop Your Card or Card Account being used and to recover any monies owed as a result.

13.6. Our liability to You under these Terms and Conditions shall be subject to the following exclusions and limitations. We will not be liable for any loss arising from:

a. a Merchant refusing to accept Your Card; or

b. any cause which results from abnormal or unforeseen circumstances beyond Our reasonable control or which would have been unavoidable despite all Our efforts to stop it; or

c. Us suspending, restricting or cancelling Your Card or refusing to issue or replace it if We suspect Your Card or Card Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in these Terms and Conditions;

d. Our compliance with any applicable laws, regulations or Mastercard rules; or

e. loss or corruption of data unless caused by Our willful default/wrong doing.

13.7. Unless otherwise required by law or as set out in these Terms and Conditions, We will not be liable to You in respect of any losses You or any third party may suffer in connection with the Card as a result of Our actions which were not a foreseeable consequence of Our actions.

13.8. We will not be liable for the goods or services that You purchase with Your Card.

13.9. From time to time, your ability to use Your Card may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to

a. loads Your Card; and/or

b. uses Your Card to pay for purchases or obtain cash from ATMs (if applicable); and/or

c. obtains information about the funds available in Your Card Account and/or about Your recent Transactions.

13.10. Where the Card is faulty Our liability shall be limited to replacement of the Card loaded with Your funds on the Card Account.

13.11. Where sums are incorrectly deducted from Your Card Account funds Our liability shall be limited to payment to You of an equivalent amount.

13.12. In all other circumstances Our liability will be limited to repayment of the amount of the funds in Your Card Account.

13.13. Nothing in these Terms and Conditions will exclude or limit Our liability for death or personal injury or to the extent that it cannot otherwise be limited or restricted by law.

14. Lost or stolen cards and unauthorised Transactions

14.1. You should treat the value on Your Card like cash in a wallet. If Your Card is lost or stolen or there is unauthorised use of Your Card, you may lose some or all of the value on Your Card Account in the same way as if You lost cash.

14.2. If You believe that any Transaction posted to Your Card is unauthorised, has been posted in error or is otherwise incorrect, you must also let Us know immediately by contacting Customer Services. We may require You to provide details of Your complaint in writing.

14.3. You may be required to help Us, Our agents or any enforcement agency, at Our request, if Your Card is lost or stolen or if We suspect Your Card is being misused.

14.4. If Your Card is reported lost or stolen, We will cancel it and may issue a new one. A fee may apply (see the Fees Table for details).

14.5. If You find Your Card after You have reported it lost, stolen or misused, You must destroy it and inform Us immediately.

14.6. No refund will be made until any investigation that We need carry out is complete. We reserve the right not to refund sums to You if We believe that You have not acted in accordance with these Terms and Conditions.

15. Statements

15.1. You can view Your Card Account balance and Transactions on the Website at any time. You are responsible for keeping Your log on details secret. If You believe someone else is using Your log on details or may know them You must contact Customer Services immediately.

16. Cancellation, termination and suspension

16.1. You may cancel Your Card and Card Account up to 14 days after You receive Your Card ('the Cancellation Period'), without reason, by contacting Customer Services. We will not charge You a cancellation fee. We will require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions. The purchase price of the Card (Card Fee) will not be refundable.

16.2. Depending on the method by which You choose to have Your remaining Card Account balance refunded, a fee may be charged which will be deducted from the balance of Your Account (see the Fees Table for details).

16.3. You may cancel Your Card at any time and without penalty i. during the Cancellation Period (see Section 16.1 above) or ii. if You disagree with a charge we intend to make to these Terms and Conditions. You may also cancel Your Card at any time for any reason, however a cancellation fee may apply (see the Fees Table for details).

16.4. To cancel Your Card You must notify Customer Services. You will be responsible for any Transaction You have made or charges incurred before You cancelled Your Card. Once We have been notified by You, We will block the Card straight away so it cannot be used.

16.5. When Your Card is cancelled You must destroy it by cutting it in half through the chip and magnetic strip.

16.6. We can terminate Your Card at any time if We give You two months' notice and refund any remaining funds to Your nominated bank account.

16.7. We can suspend or terminate these Terms and Conditions with You and Your use of Your Card immediately if:

a. You are in breach of these Terms and Conditions;

b. You violate or We have reason to believe that You are in violation of any law or regulation that is applicable to Your use of Your Card or Card Account;

c. We have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;

d. We can no longer process Your Transactions for any legal or security reason or due to the actions of any third party;

e. You refuse to co-operate in an investigation or to provide adequate identity or security information or documentary evidence for verification when requested;

f. We have reason to believe that Your Card, Card Account or conduct poses a security, credit, fraud, business or reputational risk to Us;

g. We need to do so in order to comply with applicable law or regulation or Mastercard rules;

h. We are required to do so by any applicable regulatory body; or

i. You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Card Account.

16.8. These Terms and Conditions will terminate in the event of Your death.

16.9. If there is a positive balance in Your Card Account at the time Your Card Account is closed for any reason, these remaining funds will be returned to You by the method You instruct (less the applicable fees) provided the funds are not subject to any restriction.

16.10. Any funds which remain unclaimed for a period of six years following closure of Your Card Account shall expire and be forfeited.

16.11. We can suspend Your Card at any time with immediate effect if:

a. We discover that any information You have provided is incorrect or incomplete; or

b. if a Transaction has been declined because of lack of available value in Your Card Account.

16.12. If any Transaction, fee or charge is found to have been incurred using Your Card following cancellation or termination, You agree to pay all such sums to Us immediately on demand.

17. Personal data

17.1. The processing of Your personal data is governed by Our privacy policy which can be found at https://wittix.com/docs/privacy-policy By accepting these Terms and Conditions, You also agree to the terms of Our privacy policy.

18. Your details

18.1. You must let Us know as soon as possible if You change Your name, address, telephone number or email address. If We contact You in relation to Your Card, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Card and wish to send You a refund, We will use the most recent contact details You have provided to Us. Any email to You will be treated as being received as soon as it is sent by Us.

18.2. We will not be liable to You if Your contact details have changed and You have not told Us.

19. Complaints procedure

19.1. If You are not satisfied with the service You are receiving You should provide written details of Your concerns to Customer Services. All queries will be handled in accordance with Our complaints procedure. Customer Services will provide a copy of the complaint procedure upon request.

19.2. If You have not received a satisfactory response within eight (8) weeks from the date of Your complaint, You may refer Your complaint to the UK Financial Ombudsman Service.

19.3. You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For additional contact details you may visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

20. Customer services

20.1. The Customer Service department is open from [9:00] a.m. to [18:00] p.m. ([GMT+2] time), Monday to Friday (inclusive) (excluding public holidays in the [LITHUANIA]). A Lost and Stolen reporting service is available 24 hours a day, 7 days a week. We may record any conversation You have with Customer Services for training and/or monitoring purposes. Customer Services will be provided by Wittix acting on behalf of AF Payments Limited.

21. General

21.1. In these Terms and Conditions, headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.

21.2. You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Terms and Conditions. You agree that We may transfer or assign Our rights or novate Our obligations under these Terms and Conditions at any time without prior written notice to You and without Your further consent. If You do not want to transfer to the new Card Issuer You may contact Us, and We will terminate Your Card and Card Account. Any balance remaining in Your Card Account will be returned to You in accordance with Our redemption procedure.

21.3. We may subcontract any of Our obligations under these Terms and Conditions.

21.4. These Terms and Conditions are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. In the event that any part of these Terms and Conditions are held not to be enforceable, this shall not affect the remainder of these Terms and Conditions which shall remain in full force and effect.

21.5. You will remain responsible for complying with these Terms and Conditions until Your Card and Your Card Account are closed (for whatever reason) and all sums due under these Terms and Conditions have been paid in full.

21.6. These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Card and Card Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.

21.7. These Terms and Conditions are governed by the laws of England and You agree to the non-exclusive jurisdiction of the English courts.