



## Smartcash Account Terms & Conditions

These Terms & Conditions apply to your child's Smartcash account and Visa debit card. Please read them carefully. You can download a copy of these Terms & Conditions at any time from within your online account portal or app. Log in via our website ([www.engageaccount.com](http://www.engageaccount.com)).

The Smartcash account and Visa debit card are e-money services provided by Contis Financial Services Ltd.

In these Terms & Conditions:

"Credit Union" means a credit union where you are a member and who may distribute the account and card to you on our behalf.

"You" means the parent account holder being the authorised user of the Smartcash account and Visa debit card.

"We", "us" or "our" means Contis Financial Services Ltd or the Credit Union acting on our behalf.

If you have any questions you can contact Customer Services by:

- Telephone: +44 (0) 333 202 3642 (standard geographic rates apply);
- Email: [info@engageaccount.com](mailto:info@engageaccount.com);
- Online: Log in to your Engage Account at [www.engageaccount.com](http://www.engageaccount.com) and click on Contact Us to send us a secure message;
- Mobile App: click on Contact Us in your Engage mobile app and send us a message;
- Post: 1st Floor, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL.

Your Smartcash account and Visa debit card is issued by Contis Financial Services Limited, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL, who is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (registered number 900025) as an e-money issuer.

### 1. What is an Engage Classic account and card?

A Smartcash Account is an electronic money account from which you can make and receive payments. You can use your account to make transfers to other accounts.

A Smartcash card is a Visa debit card that can be used worldwide wherever Visa is accepted. It can be used online, in shops, over the phone or to withdraw cash from an ATM.

You can only spend money that you have paid into your account, so before making transfers or using your card you need to make sure there are enough funds in the Smartcash account. Monies in the Smartcash account are not bank deposits and do not earn interest.

### 2. Who can apply for an Engage Classic account and card?

You must be at least 18 years old and a UK resident to be issued with an Smartcash account and card. The card is for the use by a young person between the ages of 8 and 16. You can only apply if you are currently a member of a Credit Union. You must provide an email address and mobile phone number to open an account so that we can communicate with you.

### 3. Can I order cards for each of my children?

You can only apply for one card per account. If you have more than one child, additional accounts must be opened.

### 4. How can I apply for the Smartcash account?

You can apply through our Mobile app or through your Credit Union.

Before we can open an account for you and issue you a card for your child, we will require evidence of your identity and we may require evidence of your residential address. You may need to provide us with documents such

as passport, driving licence, national identity documents, utility bills, bank statements or other documents to confirm your identity. We will also need to carry out checks on you electronically.

### 5. How do I get started?

As soon as you receive your card you must get your child to sign the signature strip on the back.

You will then need to activate your card. You can do this:

- by logging into your Smartcash account; or
- by calling our Customer Services team on +44 (0)333 202 3642 and choosing the activation option.

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN by calling Customer Services when you activate your card, through your online account or via the app.

By activating your card you are agreeing to these Terms & Conditions. Your card must be activated within 3 months of it being issued or it may be automatically cancelled and your account may be closed.

It is your responsibility to give your child the information required to activate the card and retrieve the PIN. You must explain to your child how to use their card and account. Although the card is intended for use by a child, you are legally responsible for the use of the card and account in accordance with these terms and conditions.

### 6. What if my child wants to change my Personal Identification Number (PIN)?

If your child wants to change the PIN, you can do so at any ATM with the Visa logo in the UK or at any ATM with PIN management functionality, locate ATMs with the "PIN change" attribute at [https://www.visa.com/atmlocator/#\(page:home\)](https://www.visa.com/atmlocator/#(page:home)). You can get a reminder of your PIN through your online account at [www.engageaccount.com](http://www.engageaccount.com), by mobile app or by calling Customer Services.

### 7. How do I add funds to the Smartcash account?

You may pay into your account via your Credit Union, by transfer from a bank account, by cash at selected retail outlets and any other method notified in your online account portal or app from time to time. The time taken to credit funds to your account will depend on the method of deposit used. You cannot pay into your account by a balance transfer from a credit card. You may only pay in funds up to your maximum account balance.

A fee may apply for each payment into your account through a PayPoint retailer and the Post Office, please refer to the Fees and Limits table (section 33). Certain minimum and maximum limits and usage requirements apply to your account and card; such limits and requirements are detailed in the Fees and Limits table (section 33). We reserve the right to refuse to accept any particular payment if we suspect any fraudulent activity or in the event of other exceptional circumstances.

As soon as we receive the funds that you have paid in, they will be on your account and ready to use. There may be occasions when we delay the funds reaching your account for up to three working days, this may happen when we need to confirm the transaction with the sending bank.

Where an overpayment has been made to your account in error, we reserve the right to debit the account with the excess amount to correct the payment transaction.

You may transfer funds to your envelopes within your account, details are available at the website ([www.engageaccount.com](http://www.engageaccount.com)). You are responsible for ensuring there are enough funds in your available balance for us to authorise your transactions.

### 8. What transactions can I make?

You can use your Smartcash card to authorise the following transactions to merchants that accept Visa Debit card payments:

- **Chip and PIN card payments** by inserting your Smartcash card in the terminal and inputting your PIN;
- **Magnetic Stripe card payments** to any merchant that cannot accept Chip and PIN cards by signing the sales voucher;
- **Contactless card payments** by waving the Smartcash card over the contactless card reader;
- **Internet card payments** to online merchants by providing the Smartcash card details and any other security details such as your secure code credentials as requested by the online merchant;

- **Mail order or telephone order card payments** to merchants by providing the Smartcash card details as requested by the merchant;
- **ATM cash withdrawals** at ATMs displaying the Visa logo by inserting your Smartcash card at the ATM, inputting your PIN and following the instructions at the ATM;
- **E-wallet payments** by adding your card to the Samsung Pay, Google Pay or Apple Pay (when available) wallets in your mobile phone and waving your mobile phone over the contactless card reader or checking the e-wallet option online. You authorise the e-wallet transaction using your mobile phone security protocol which may include biometric information such as fingerprint or face ID on your mobile phone.

Like other payment cards, we cannot guarantee a third party or ATM will accept your card.

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to authorise a transaction or make account amendments. One-time passcodes will be sent to the mobile phone number registered to your account.

As soon as a transaction is authorised we will deduct the value of your transaction from the available balance on your account. Fees may be deducted at the time of authorisation or when the transaction has been confirmed through the Visa system. A full breakdown of each transaction, including charges, will be available to view on your online account portal or app.

Once we have received authorisation for a transaction we will transfer funds to the retailer within 3 days, or to a bank or financial institution on the day we receive the authorisation or the day you requested the payment to be made for future dated transactions. A transaction will be received for Smartcash card transactions, at the time we receive the transaction instruction from the retailer or ATM operator.

Some merchants may offer you cash back on payments you make to them. How much cash back they offer and any terms and conditions applying to that cash back will be stated on the page for cash back rewards within the app or webpage. If the merchant is not listed on the page then any cash back offered is not via Smartcash and subject to any terms imposed by the merchant.

## 9. Can I cancel a transaction?

Generally, authorisation for a transaction may not be withdrawn by you. However, you may be able to withdraw your authorisation where you have authorised a transaction which will take place on a future date. However, where a specific date is agreed, you may not revoke a payment order after the end of the business day preceding the agreed date.

To withdraw your authorisation of a Visa debit card continuous payment authority, you must notify the retailer before the close of business on the business day before the day on which the transaction was due to take place and provide us with a copy of the notice if requested. We may charge you an Administration Fee if a transaction is revoked by you under this paragraph (see the Fees and Limits table (section 33)).

## 10. Can I pay for things in a foreign currency?

Your card is denominated in British Pounds Sterling. If you make a purchase or an ATM withdrawal in any other currency we will convert the sum into pounds sterling using the exchange rate set by Visa on the day they process the transaction, this may differ from the actual date of the transaction. An international transaction fee will apply to each of these transactions (see the Fees and Limits table (section 33)).

Any changes to the exchange rate used to convert foreign transactions will be made immediately. You can find the exchange rate for a transaction made in a currency other than pounds sterling on a given date at: <https://www.visaeurope.com/making-payments/exchange-rates>.

## 11. Is there anything my child can't buy with the Smartcash card?

You may not use your card for illegal purposes. It also cannot be used for a limited number of specified transactions.

As the card is intended for use by a young person aged between 8 years and 16 years of age there are certain additional restrictions placed on the account to prevent its use at adult retailers both on the high street and on the internet.

The card is restricted by merchant category code operated by Visa which blocks purchases at any merchant who is listed in the following categories:

- Pubs, bars and nightclubs
- Gambling, casinos and lotteries

- Cigar and tobacco stores
- Dating and escort services
- Massage parlours
- Automated fuel dispensers
- Inbound telemarketing companies

This relies on the merchant listing themselves appropriately and can provide only limited protection. There are categories which we allow such as supermarkets and restaurants that sell age related goods and you must rely on these retailers meeting their legal obligation not to sell these items to underage children.

## 12. How can I check the Smartcash account?

You can check your account by accessing it securely through our mobile app or website ([www.engageaccount.com](http://www.engageaccount.com)). Your statement will show:

- information on the payee of each transaction; and a reference enabling you to identify each payment transaction;
- the amount of the transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of charges for the transaction; and
- the exchange rate used in the payment transaction (where applicable); and
- the date the transaction is authorised or posted on to the account.

This information is accessible at all times via your online account portal or app, is available free of charge, and can be stored and reproduced as necessary. Paper statements are available on request and are subject to a fee (see the Fees and Limits table in section 33).

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to access your account. One time passcodes will be sent to the mobile phone number registered to your account.

## 13. How long will the Smartcash card last?

Your card will be valid for 3 years. You will not be able to use your card after its expiry date. This agreement shall terminate when your card is cancelled or expires and is not replaced.

## 14. Does the Smartcash card have spending limits?

You can only spend the money that is paid into your account. Limits also apply to daily ATM withdrawals, and other limits may be applied to the amount of spend and the number of transactions you can perform. See the Fees and Limits table (section 33) and your online account portal or app for further details.

If, for any reason, the transaction is completed when there are insufficient funds in your account then you will have to reimburse the shortfall to us, unless it is due to an error by the retailer with whom you made the transaction.

We may collect this shortfall from any card you have with us or from any funds which you subsequently pay into your account. We may suspend your cards until the negative balance is restored and charge you an Administration Fee (see the Fees and Limits table (section 33)) for transactions that you make using your card that results in a negative balance or increases the negative balance on your account.

## 15. What if I have been overcharged or charged for transactions my child didn't make?

If you or your child dispute a transaction that has been processed on your card you should contact the merchant first as this may lead to the quickest resolution. If the dispute cannot be resolved with the merchant or you dispute any other account transaction you should contact us without undue delay and in any event within 13 months on becoming aware of any unauthorised or incorrectly executed payment transaction.

Where you have informed us that an executed payment was not authorised by you in accordance with these Terms and Conditions, and you have taken all reasonable steps to keep safe personalised security information, keep your card secure, not disclosed your PIN or security information to anyone else and not acted fraudulently, we will:

- refund the amount of the unauthorised payment to you; and
- restore the debited payment account to the state it would have been in had the unauthorised payment not taken place.

Beyond this, we will have no further liability to you. Where payee details provided by you are incorrect, we are not liable for non-execution or defective execution of the payment transaction, but we will make

reasonable efforts to recover the funds involved in the payment transaction and notify you of the outcome.

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

- the transaction was not authorised under these Terms and Conditions;
- we are responsible for a transaction which we fail to execute or incorrectly execute. In these circumstances, we will refund to you the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. We will also refund to you: (a) any direct charges for which you are responsible; and (b) any interest which you must pay, as a consequence of the non-execution or defective execution of the payment transaction; or
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged is more than could reasonably be expected, taking into account previous spending patterns on the card and the circumstances of the transaction. We will either refund the full amount of the payment transaction; or provide justification for refusing to refund the payment transaction. Any refund or justification for refusing a refund will be provided within 10 business days of receiving a request for a refund or, where applicable, within 10 business days of receiving any further information requested. A claim for a refund in these circumstances will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after being charged to your account.

#### 16. What about security?

It is your responsibility to keep your card and security credentials safe and not let anyone else know or use them. You must keep your security information and PIN secret at all times; never disclose your PIN or security information to anyone and do not store your PIN with your card. Security information includes your login and password details used to access your account or any other website where your card or account details are stored. We also recommend that you check the balance on your account regularly on the mobile app, through logging onto your account at the website ([www.engageaccount.com](http://www.engageaccount.com)) or by contacting Customer Services.

#### 17. What if my Smartcash card is lost or stolen or my account details are compromised?

If you lose your card or it is stolen, or you suspect that someone else has found out your PIN or security information or accessed your account without your permission, you must tell us without undue delay by calling us or logging onto your account through the mobile app or website and notifying us. Your card will be cancelled immediately and your account may be blocked. We run a dedicated line for lost or stolen cards; the number is +44 (0) 333 202 3645 and calls are charged at the standard geographical rate. If, after reporting a lost card, you subsequently find the card you must not use it. Cut it in half through the signature box, magnetic strip and chip.

If you ask us to do so, and provided that you provide information and assistance that we request from you, we will investigate any disputed transaction or misuse of your card or account.

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 card, security information or PIN secure or by failing to notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the card or account), then we will not refund the transaction amount and you will be fully liable for all losses incurred because of the unauthorised use of the card or account.

If the investigations show that you have not acted fraudulently or with gross negligence, your maximum loss or liability to us for any unauthorised transaction will be limited to £35 and we will process a refund as soon as practicable, and in any event no later than the end of the business day following the day after we receive your notification.

#### 18. Will you ever block a transaction without me asking?

We may refuse to pay a transaction:

- if we are concerned about security of your card or account or we suspect your card or account is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not paid into your account at the time of a transaction to cover the amount of the transaction and any applicable fees;
- if there is negative balance on your account;

- if we have reasonable grounds to believe that you are not using the card or account in accordance with these Terms & Conditions;
- 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 refusal to process a transaction by merchants, payment processors or payment schemes such as Visa.

If we refuse a transaction, we will tell you why immediately, if we can, 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.

#### 19. Can I cancel my Smartcash card?

You have a legal right to cancel your account and card up to 14 days from the date your account is opened without incurring any penalty and we will refund any card issue fees. We may charge you a Card Cancellation Fee if we have already incurred costs by ordering a card in your name. You can also cancel your card any time after the 14 day period subject to a Redemption Fee (the Fees and Limits table (section 33)) by contacting Customer Services. You should also cut your cancelled card in half through the signature box, magnetic strip and chip.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and charges paid in advance will be reimbursed proportionally. 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 card or account before the card or account is cancelled or expires.

#### 20. Could my Smartcash account be cancelled?

We may cancel your account and this agreement by giving you at least two months' notice. Reasons for cancellation may include:

- if this agreement or your card expires;
- If your membership of the Credit Union is cancelled or terminated for any reason;
- If you do not provide evidence of your Credit Union membership.
- If you are no longer an active member of the Credit Union due to non-payment of a loan or other funds issued by the Credit Union;
- 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; or
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card.

We may also cancel your account immediately if we:

- suspect unauthorised or fraudulent use of your card or account;
- have any other security concerns; or
- need to do so to comply with the law.

We may also deny access to your card and/ or account where we consider it to be at risk of money laundering or terrorism financing, fraud or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so except where restricted by law.

In these circumstances, you must tell us what you want us to do with any unused funds. You must do this within 3 months of the date we tell you that your account is cancelled.

#### 21. Can I get money back once I have put it on?

You can clear the balance on your account through spending or ATM withdrawals. See the Fees & Limits table (section 33) for the fees that would apply.

Alternatively, you may request a refund of the funds on your account by contacting Customer Services and confirming that your card has been destroyed by cutting it up. We will transfer your funds back to you at no cost to you, unless:

- 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.

If one of these situations does apply then we will charge a Redemption Fee (see the Fees and Limits table (section 33)).

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

All funds will be returned to a bank account of your choice in British Pounds Sterling. We reserve the right to see proof of your ownership of the bank account before transferring funds to it. To enable us to comply with our legal obligations, we may ask you to provide us with certain information such as identification documents before we can process your refund request.

Please also refer to section 28 below for the circumstances in which we do not give you a refund.

## **22. Is money on my Smartcash account protected like my bank account?**

The card and associated account 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 card and associated account. We will however ensure that any funds received by you are held in a segregated account so that should we become insolvent your funds will be protected against claims made by our creditors.

## **23. What if I have a complaint?**

If you are unhappy in any way with your card and account or the way it is managed, you can contact Customer Services so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly.

We will make every possible effort to address all points of complaint by email. We will respond within 15 business days upon receiving the complaint. If a full response cannot be providing within these timeframes, we will send a holding reply with a full response to follow within 35 business days.

If we are unable to resolve your complaint to your satisfaction you may contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Telephone: +44 (0)800 023 4 567 from landlines, +44 (0)300 123 9 123 from mobile phones or +44 (0)20 7964 0500 for calls from outside the UK and e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## **24. What if I change my details?**

You must let us know as soon as possible if you or your child change name, address, telephone number, mobile number or e-mail address. If we contact you in relation to your account we will use the most recent contact details you have provided to us. Any e-mail or SMS text message sent 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.

## **25. What will happen to my personal information?**

We are the controller of your personal data which we will use in order to open, administer and run your account and provide payment services to you. You hereby consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you or otherwise to fulfil this agreement. For further information about how we will use your personal data, please view our Privacy Policy at <http://www.engageaccount.com/privacy-policy>. You may withdraw your consent to the processing of this data by closing your account.

## **26. Will these Terms & Conditions ever change?**

We may change these Terms & Conditions by notifying you by e-mail or other agreed means at least 2 months before the change is due to happen. We will assume that you agree with the change. If you do not agree with the change you must tell us before the change happens and we will cancel your account immediately. If you cancel your account in this way then we will return any balance on the account to you and you will not be charged a Redemption Fee.

An up-to-date version of the account Terms & Conditions, as well as any notices of future changes will always be available via our website, [www.engageaccount.com](http://www.engageaccount.com) or app. You should check our website and your online account portal or app regularly for such notices and changes.

## **27. When may use of the Smartcash card and account be interrupted?**

From time to time, your ability to use your card or account may be interrupted, e.g. when we carry out systems maintenance. If this happens, you may be unable (a) to use your card to pay for purchases or obtain cash from ATMs and/or (b) to obtain information about the funds available in your account and/or about your recent transactions.

In addition, like other payment cards, we cannot guarantee a merchant will accept your card, or that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, to comply with legal and regulatory requirements, or because we have suspended, restricted or cancelled your card or refused to replace it in accordance with these Terms & Conditions.

## **28. What is our responsibility?**

If we incorrectly deduct funds from your account, we will refund them. If we subsequently establish that the refunded amount had in fact been correctly deducted, we may deduct it from your available balance and may charge you a fee. If you do not have sufficient available balance, you must repay us the amount immediately on demand.

If unauthorised transactions occur after you have notified us of the loss, theft, compromise or unauthorised use of your card or account, and you have not acted fraudulently or in breach of these Terms and Conditions, then we will be liable.

We will not be liable:

- in any event that a merchant refuses to accept your card;
- for any interruption, disruption or impairment of our service or any third party services on which we rely for the performance of our obligations hereunder;
- for refusing to authorise a transaction;
- for cancelling or suspending use of your card or account;
- for any loss arising from your inability to use your card or access your account due to interruptions;
- for any direct or indirect loss or damage you may suffer including loss of revenue, loss of reputation, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your card, mobile app, website or account or the use of your card or account by any third party (unless otherwise required by law);
- for the quality, safety, legality or any other aspect of any goods or services purchased with your card; and
- any abnormal and unforeseeable circumstances beyond our control, however so caused.

For the SMS services we offer, we are not responsible for lost, late or undelivered text messages, notifications or communications. We accept no responsibility for any technical, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, internet, website or other access issue which may hinder your ability to access the SMS services.

Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

## **29. When can I be charged (other than the fees in section 33)?**

We may charge you for any reasonable costs that we incur in taking action to stop you using your card or account and to recover any monies owed as a result of your activities if you:

- use your card or account fraudulently;
- do not use your card or account in accordance with these Terms & Conditions; or
- have been grossly negligent, for example by failing to keep your card or PIN secure or by failing to notify us without delay after your card is lost, stolen, or used by someone else or where your account has been compromised.

In these circumstances we will not refund transactions and we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using your account and to recover any monies owed as a result of your activities.

If you have not been fraudulent, or grossly negligent, and have used your card and account in accordance with these Terms & Conditions, your maximum liability for any unauthorised transaction resulting from the use of a lost or stolen card or details before you notify us will be £35.

We may also charge you an Administration Fee if we have to manually intervene to complete a payment or rectify an error on the account caused by an error or omission on your part.

### 30. Am I permitted to give access to third party providers?

You may allow regulated Third Party Providers ("TPPs") (including Account Information Service Providers ("AISPs") and Payment Initiation Service Providers ("PISPs")) access to your online account; either to make payments, obtain account balances or obtain information on previous transactions.

Before giving consent to a TPP, you should:

- ensure that the TPP is authorised and holds the correct regulatory permissions;
- check what level of access you are consenting to, how your account will be used and the extent to which your data will be shared with third parties; and
- familiarise yourself with your obligations and rights under the TPP agreement, in particular your right to withdraw consent to access your account.

We may refuse to allow a TPP access to your account where we are concerned about fraudulent or unauthorised access.

We are not party to, or responsible for, any agreements between you and a TPP. Subject to any rights to refund you may have under these Terms and Conditions, we shall have no liability for:

- any loss whatsoever, as a result of using a TPP and entering into a TPP agreement; and
- any actions that the TPP takes in relation to suspending or terminating your use of their service or for any resulting losses.

### 31. Can I assign my rights or obligations under these Terms and Conditions?

You may not transfer or assign any rights or obligations you may have under these Terms & Conditions to any other person without our prior written consent. We may assign the benefit and burden of these Terms & Conditions to any other person at any time on giving you two months prior notice of this. If we do this, your rights will not be affected.

### 32. Governing law

This Agreement is concluded in English. All communications with you will be in English. These Terms & Conditions will be construed in accordance with English law and the exclusive jurisdiction of the English courts.

### 33. What are the fees and limits?

Engage Smartcash Fees

Fees and Charges	Value	Comments
Card Fee	£10.00	
Replacement Card	£4.95 Lost/stolen/damaged replacement card	Free replacement for expired cards. £4.95 for lost/stolen/damaged replacement.
Monthly Management Fee	Free	
Card delivery times	Within 10 working days	
Transactions & Purchases		
UK purchases	FREE	
European & International purchases	£1.00 plus 2% of the transaction value	Any transaction in a foreign currency will be converted into pounds. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website.
ATM Withdrawal UK*	£0.35	

ATM Withdrawal Europe* & ATM Withdrawal International*	£2.00 plus 2% of the transaction value	Any transaction in a foreign currency will be converted into pounds. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website.
Cash Withdrawal at a Post Office	£0.50	Maximum withdrawal £250
Cashback Instore	Free	You can request up to £50 cashback at participating UK retailers when making a purchase.
Account Load Fees		
Bank transfer	FREE (maximum £500)	Add funds to your Engage account by bank transfer from a UK bank account.
PayPoint	£0.50 + 2.5% of the value	Maximum load amount of £249.
Post Office	£1.00 +1% of the value	Maximum load amount of £250 coin and £500 coin and notes. Subject to account conditions.
Funds Movement and Transfer Fees		
Future dated transfer from account	FREE	Transfer money to a UK bank account in three working days.
Next day transfer from account	£3.00	Transfer money to a UK bank account on the next working day.
Same day transfer from account (CHAPS)	£15.00	Transfer money to a UK bank account on the same day, some restrictions may apply.
International transfer	£20.00	Transfer money to a foreign bank account within 5-7 working days.
Other Fees		
ATM balance enquiry	£0.10	Balance enquiries are FREE through your mobile app or by logging into your account online.
Balance enquiry at a Post Office	£0.20	Balance enquiries are FREE through your mobile app or by logging into your account online.
SMS Alerts	£0.10	Optional service for confirmation of statement generation, bank transfers from account and marketing messages.
Email Alerts	Free	Optional service for confirmation of statement generation, bank transfers from account and marketing messages.
Call costs to Customer Services	Standard geographical rate	Calls to +44 (0)333 202 3642 are charged at standard geographical rates and will be included in

		mobile phone inclusive minute packages.
Statements paper (per 62 days)	Free	You must request a paper statement by contacting Customer Services.
Statements online (per 62 days)	Free	
Inactivity/dormancy fee	Free	
Standing order setup fee	Free	
Administration Fees	£5.00	Administration fee for instigating a chargeback on request of the Cardholder, transaction revocation, manually rectifying Cardholder errors or investigating shortfalls.
Card cancellation fee	Free	When you cancel the agreement within the first 14 days and a card has already been ordered in your name.
Redemption fee	£2.00	When you request a funds transfer on closing of the account.
<b>Limits</b>		
Maximum daily ATM withdrawal	£50.00	
Maximum balance	£500.00	
PayPoint pay in	£500.00	
Post Office Deposit	£500.00	
Post Office Withdrawal	£250.00	
Expiry	36 months	The card is valid for 36 months

Notes to fees and limits:

\* some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

Your Visa **Engage Smartcash card and account** is issued by Contis Financial Services Ltd who is authorised by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900025) and is a member of Visa. Registered head office is Navigation House, Belmont Wharf, Skipton, North Yorkshire, United Kingdom BD23 1RL.

Please note that the **Engage Smartcash** Visa card and account 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. We ensure that any funds received by you are held in a segregated account so that in the unlikely event that Contis Financial Services Ltd becomes insolvent your funds will be protected against claims made by creditors.