

## 3V Visa Number Terms and Conditions (Gift Card) Introduction

These Terms and Conditions apply to the use of the 3V Visa Number when activated using your 3V Gift Card.

The e-money associated with 3V Visa Number is provided to You by Us. Before activation of the 3V Visa Number is completed You must follow the procedure set out in clause 3 to confirm that You accept these Terms and Conditions.

Following Your activation of the 3V Visa Number on the 3V Website and Your acceptance of these Terms and Conditions, the 3V Visa Number will be issued. You should therefore read these Terms and Conditions carefully and if there is anything You do not understand or do not agree with please contact 3V Customer Services at [queries@3Vprepaid.com](mailto:queries@3Vprepaid.com). These Terms and Conditions set out the terms of Our relationship with You and explain Your and Our obligations to each other.

### 1. Definitions

In these Terms and Conditions, the following expressions shall have the following meanings: **“3V”**

means 3V Transactions Services Ltd (see “Service Provider” below).

**“3V Gift Card”** means the “Internet Shopping Gift Card” (and includes the “Internet Shopping Gift Card” carrier or and other packaging), received after payment to a Retailer in store, containing the Activation Code.

**“3V Visa Number User”** means the authorised user of a 3V Visa Number who completes the activation process on the 3V web-site and enters into an Agreement (see “You” below).

**“3V Customer Services”** means the customer service available from and operated by the Service Provider which deals with queries and requests from 3V Visa Number Users in relation to the activation of and the use of the 3V Visa Number and/or the Security Information. The contact details for 3V Customer Services are set out below in clause 12.

**“3V Visa Number”** means the unique 16 digit Visa debit number provided to You when You use Your Activation Code on the 3V Website. The 3V Visa Number together with the Security Information can be used to purchase, from Merchants displaying the Visa brand, goods and/or services on the internet, over the phone or through mail order.

**“3V Website”** means [www.3Vprepaid.com](http://www.3Vprepaid.com), and/or other websites that may be designated from time to time.

**“Activation”** means the process whereby the 3V Visa Number User enters the Activation Code on the 3V Website and is issued with the 3V Visa Number.

**“Activation Code”** means the nineteen-digit number printed on the 3V Gift Card.

**“Agreement”** means this agreement between You and Us, in relation to the 3V Visa Number, which is made up of these Terms and Conditions (and those set out on the 3V Website) and any amendments to them as notified to You from time to time.

**“Available Balance”** means the value of the funds allocated to the 3V Visa Number allowing for any Transactions and Charges.

**“Business Day”** means any day (other than a Saturday or Sunday) on which banks are open for business in the United Kingdom.

**“Charges”** means the charges associated with use of the 3V Visa Number as set below in clause 4.

**“e-money”** means the money issued by R. Raphael & Sons plc which is held electronically in relation to the 3V Visa Number and available for You to spend following Activation.

**“Expiry Date”** means the date twelve months after the last day of the month in which the applicable 3V Gift Card is purchased from a Retailer, beyond which the 3V Visa Number may no longer be used.

**“Merchant”** means a supplier of goods and/or services, who is authorised to display the Visa [trade mark/brand name] and who supplies such goods and/or services through a website, through mail order or over the telephone.

**“Raphaels Bank”** means R. Raphael & Sons plc (registered company number 1288938) whose registered office is at Albany Court Yard, 47-48 Piccadilly, London, W1J 0LR. Raphaels Bank is a registered trading name for R. Raphael & Sons plc.

**“Retailer”** means a retailer authorised to sell 3V Gift Cards to the general public.

**“Security Information”** means the Expiry Date and the three-digit security code.

**“Service”** means the provision of a 3V Visa Number, the redemption services and the provision of any other services as may be available from time to time in connection with the use of the 3V Visa Number.

**“Service Provider”** means 3V Transaction Services Limited, a limited liability company incorporated in Ireland under registration number 382685 and whose correspondence address is P.O. Box 11852, Blackrock, Co. Dublin, Ireland, and/or such other service provider(s) as may be appointed by Raphael Bank from time to time.

**“Transaction”** means the purchase of goods and/or services on the internet, over the phone or through mail order using a 3V Visa Number.

**“Validity Period”** means the period stated on your 3V Gift Card for Activation.

**“Visa”** means individually or collectively as appropriate, Visa Europe Limited, Visa Inc or Visa Europe Services Inc.

**“We”, “Us” or “Our”** means Raphael Bank, and any other person or entity to whom we may transfer or assign Our rights and obligations in the future.

**“You” or “Your”** means the 3V Visa Number User.

## **2. The 3V Gift Card and 3V Visa Number**

- 2.1** We will provide You with the Service via the Service Provider. Following Activation, You will be issued with a 3V Visa Number with a denomination in pounds sterling to the value printed on the 3V Gift Card, which You can use to purchase, from Merchants displaying the Visa brand, goods and/or services via the internet, telephone or mail order (as applicable).
- 2.2** The 3V Gift Card is not a Visa debit, credit or charge card and You should not attempt to use it as such. This product is a gift card which can only be used on the 3V Website to Activate a 3V Visa Number.
- 2.3** The 3V Visa Number is for Your use only and cannot be used by any person other than You. Please note that, if the 3V Visa Number is used by any person other than You, We may deactivate the 3V Visa Number.
- 2.4** The 3V Visa Number may only be issued to and used by persons aged 16 years or over. If You receive a 3V Gift Card and You are under the age of 16, You may not use the 3V Visa Number but you may ask someone aged 16 years or over to Activate the 3V Visa Number and redeem the available funds on Your behalf.
- 2.5** Please note that Your Available Balance will not earn interest at any time.
- 2.6** If You have any difficulties using the 3V Visa Number, please contact 3V Customer Services.
- 2.7** You must have access to your own designated email account, the email address of which must be kept confidential and the e-mail account must not be shared with any third party .
- 2.8** You may access details of Your 3V Visa Number(s) on the 3V Website. The Service Provider may refuse to provide the details of a 3V Visa Number if, in the opinion of the Service Provider, the person enquiring appears not to be the 3V Visa Number User. The Service Provider may require proof of identity and home address in the event of a dispute or as the Service Provider deems appropriate.
- 2.9** Where applicable, You may Activate more than one 3V Visa Number against your designated email address.

## **3. Activation of 3V Visa Number**

- 3.1** You can Activate Your 3V Visa Number online at the 3V Website. You will be asked to use the Activation Code printed on the 3V Gift Card and PIN code under the foil covering. Please note that if the foil covering on the 3V Gift Card is damaged, you must contact 3V Customer Services before attempting Activation. Following submission of Your details, You will be asked to accept this Agreement. On acceptance You will be issued with the details of the 3V Visa Number and Security Information and You will then be able to use these to purchase goods/services from Merchants via the Internet, via mail order and/or over the telephone.
- 3.2** The 3V Visa Number can be Activated on the 3V Website at any time during the Validity Period after purchase of the Gift Card. You may then spend or redeem the Available Balance at any time up to and including the Expiry Date.

## 4. Use of the 3V Visa Number

### 4.1 Summary Box

The information in the table below summarises the key product features and the fees that We may charge You.

<b>Features:</b>	<b>Summary:</b>
<b>Limits</b>	The maximum Available Balance relating to each 3V Visa Number shall not exceed £1000. The maximum cumulative value for the 3V Visa Numbers in any 12 month period is £25,000.
<b>Usage Restrictions</b>	Your 3V Visa Number cannot be used for any gaming or betting purposes, or for the purchase of (or in exchange for) cash, or for any illegal purposes. It may be used only for purchasing goods and/or services from Merchants via the internet, over the phone or through mail order. Your 3V Visa Number may only be used by You if You are 16 years or over.
<b>Transaction Fees</b>	A charge of up to 2.75% of the Transaction amount will be levied on any Transaction(s) in a foreign currency and deducted from Your Available Balance. The amount will be converted at a rate of exchange to be determined by Visa on the date the Transaction is debited.
<b>Redemption Fee</b>	You may redeem Your Available Balance in accordance with Clause 6 of these Terms and Conditions, and You will then receive the value of Your Available Balance after the deduction of the £3.50 redemption fee. If the Available Balance is redeemed within twelve (12) months after the Expiry Date, You will not be charged the redemption fee.
<b>Transfer Fee</b>	You can transfer any amount from the Available Balance of a 3V Visa Number to another unexpired 3V Visa Number for a fee of £1.75, which will be deducted from the Available Balance before the transfer is completed. The Available Balance on the 3V Visa number to which the funds are transferred can never exceed £1,000.

<b>Account Maintenance Fees</b>	A fee of two pounds (£2) per month will be deducted from the Available Balance in each calendar month, starting from the ninth (9 <sup>th</sup> ) calendar month following purchase of the relevant 3V Gift Card.
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You will need to use the Security Information to authorise all Transactions which You carry out. You must notify 3V Customer Services as soon as possible if You believe that the 3V Visa Number and/or Security Information has been disclosed to or obtained by an unauthorised person or has been changed without Your consent.

- 4.2 You must ensure that Your Available Balance is sufficient to cover the value of any Transaction that You authorise, including any Charges payable in respect of such Transaction. Each time You carry out a Transaction, the Available Balance will be reduced by the full amount of that Transaction including any Value Added Tax (VAT), and any other taxes or charges that apply in respect of the Transaction. You must not attempt to use the 3V Visa Number: (a) where the value of the intended Transaction (including any VAT and any taxes or charges) exceeds the Available Balance; or, (b) in any case after the Expiry Date.
- 4.3 If You initiate a Transaction for an amount greater than the Available Balance and for whatever reason that Transaction is not declined, You shall be liable and You hereby agree, immediately on receipt of written notice from Us or the Service Provider, to pay to Us the amount by which the value of the Transaction exceeds the Available Balance. In any such case, the amount by which the value of the Transaction exceeds the Available Balance will be advised to You by email to Your submitted email address.
- 4.4 You may check Your Available Balance online at any time via the 3V Website. If there is a Transaction which appears to be unauthorised or incorrect, You must notify Us as soon as possible by contacting 3V Customer Service.
- 4.5 When You make a payment using the 3V Visa Number, that Transaction will be noted against Your Available Balance immediately and Your Available Balance will normally be debited within two (2) Business Days. When You make payments using the 3V Visa Number outside the UK, it may take much longer. We shall not be obliged to process Transactions in any particular order. Your Available Balance will not be credited with the refund of a Transaction made using the 3V Visa Number unless We receive a refund verification acceptable to Us. Save for verified refunds, fraudulent third party Transactions or errors caused by Us, You will be responsible for all Transactions which are debited from Your Available Balance.
- 4.6 If an incorrect entry is made on Your Account by Us, then We will correct it. If We make the correction on any day after the date of the error, it will be reflected on Your Available Balance as soon as possible.
- 4.7 Please note that when You use your 3V Visa Number, all purchases will be subject to the terms and conditions applied by the relevant Merchant and/or payment service provider or processor (including, by way of example, any age restriction or additional charges). You should therefore carefully review the relevant Merchant's terms and conditions, or the payment service provider's or processor's terms and conditions before making a purchase and/or initiating a Transaction.

## 5. Security

- 5.1** You must take reasonable steps to prevent the 3V Visa Number and the Security Information from being lost or stolen. You must not allow anyone else to use the 3V Visa Numbers or disclose Your Security Information to anyone (other than a Merchant in the course of a Transaction). You should never disclose to any third party the personal password You provide to Us during Activation.
- 5.2** You must take reasonable steps to keep the details of the 3V Visa Number and the Security Information secure and confidential at all times. Subject to Clause 4.5 above and Clause 11 below, any Transaction made using the 3V Visa Number and/or the Security Information will be deemed to have been authorised by You and You will be liable for all such Transactions.
- 5.3** We (and/or the Service Provider) reserve the right at any time to require from You evidence of Your identity and Your home address, irrespective of whether You may have previously used Your 3V Visa Number without providing any such evidence. Please note that the Service Provider may not Activate the 3V Visa Number or deactivate the 3V Visa Number until such time as satisfactory evidence of identity and home address is provided by You.

## 6. Redemption of Funds from a 3V Visa Number; Transfer of funds between 3V Visa Numbers.

- 6.1** Redemption: You may redeem Your Available Balance at any time up to six years from the Expiry Date. To redeem funds You must first Activate Your 3V Visa Number. To Activate (or to subsequently redeem) your 3V Visa Number, You must be 16 years or over.

Subject to Clause 4.5 above and Clause 11 below, You will be liable for all Transactions and Charges incurred until We receive Your notice of redemption, and You will be liable for all Transactions and Charges incurred after We have received Your notice of cancellation if We can demonstrate that You initiated the Transaction or otherwise incurred the relevant Charge. If You timely redeem a 3V Visa Number, the Available Balance (less the Redemption Fee, if applicable (see Clause 4)), will be paid to You as follows:

- a.** We will, (subject to the satisfactory completion of the required money laundering, fraud and identification check), transfer the money to a UK bank account in Your name (or, in most cases, any other standard bank account nominated by You).
- b.** Unless prevented by circumstances beyond Our control, We will ensure that the funds timely reach the nominated account provided a clear instruction has been received by Us for payments to a UK bank or financial institution registered with the Financial Services Authority.
- c.** A Redemption Fee of three pounds and fifty pence (£3.50) will be charged for each redemption unless the redemption is requested within twelve (12) months after the Expiry Date. Please note that We may vary such fee from time to time in accordance with clause 8. In the event of such variation, You may withdraw Your request to redeem at the time of confirmation to You of the applicable Redemption Fee. The Redemption Fee will be deducted from the unused part of the Available Balance prior to the redemption. Where

redemption is sought in respect of a 3V Visa Number with an unused value equal to or less than the applicable redemption fee, no redemption will be provided. In such cases, no claim thereto will lie in favour of the 3V Visa Number User (i.e. You) and the 3V Visa Number will be deemed to have been fully used and to be of no value.

- 6.2** Transfers: Some or all of the Available Balance on Your 3V Visa Number can be transferred to another 3V Visa Number Activated by You on the 3V Website. Funds can be transferred only to an unexpired 3V Visa Number. The Available Balance on the 3V Visa Number to which the funds are transferred can never exceed £150. A Transfer Fee of £1.75 will be charged for each transfer (and please note that We may vary such Transfer Fee from time to time in accordance with Clause 8).
- 6.3** You must not attempt to Activate 3V Visa Numbers with a cumulative value greater than £1,625 in any 12-month period and You must not seek to redeem a cumulative balance greater than £650 in any 12 month period without first completing full and extended verification requirements as required by Us. Please note that we may change these limits from time to time in accordance with Clause 8.
- 6.4** You must not attempt to activate 3V Visa Numbers with a cumulative value greater than £25,000 in any 12- month period when the extended verification requirements have been met.

## **7. Expiry of the 3V Visa Number**

- 7.1** You will not be able to Activate the 3V Visa Number after the Validity Period or use Your 3V Visa Number after the Expiry Date. You may, however, redeem the Available Balance or transfer the Available Balance to another of your Active 3V Visa Numbers (less any applicable fees noted above in Clause 4).
- 7.2** Although the Available Balance will not be available to You for Transactions after the Expiry Date, relevant Merchants shall have a right to the value of any relevant outstanding Transactions and any such Transactions completed prior to the Expiry Date will be fulfilled by Us.
- 7.3** We will use best endeavours to decline authorisation for, and/or refuse to process, any Transactions initiated after the Expiry Date.

## **8. Changes to this Agreement**

- 8.1** We may change any term(s) of the Agreement or these Terms and Conditions (including but not limited to the Charges) at any time, and We will inform You of any such changes at least sixty (60) days before they shall be deemed to take effect, using one or more of the following methods: (a) by email to You at Your submitted email address; or, (b) by a message posted on the 3V Website.
- 8.2** We may change these Terms and Conditions at any time for any of the following reasons:
  - a.** To make sure that the whole of Our business or the Service Provider's business remains competitive;

- b. To allow Us or the Service Provider to improve services or facilities;
- c. To take account of a change or anticipated change in market conditions or banking practice;
- d. To reflect a decision by a court, ombudsman, regulator or similar body;
- e. To reflect any changes in Our ownership or that of the Service Provider; or
- f. For any other valid reason or reasonable cause.

**8.3** If You are not happy with any such change to these Terms and Conditions, You may, without notice, within sixty (60) days of the date of notice of such change, cancel Your 3V Visa Number and terminate this Agreement. In such cases, You will not be subject to any Redemption Fee in accordance with Clause 6.

**8.4** Following any such change or variation, You will be deemed to have accepted the amended Agreement if You use the 3V Visa Number and/or Security Information after the expiry of the 60-day notice period set out in Clause 8.3 above.

## **9. Regulators and Consumer Protection**

**9.1** R. Raphael and Sons plc, trading as Raphaels Bank, is authorised by the Prudential Regulation Authority (under registration no: 161302) and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Raphaels Bank is permitted to issue e-money.

**9.2** Your 3V Visa Number is issued by Raphaels Bank. The 3V Visa Number is an electronic money product and, although it is a product regulated by the Financial Services Authority, it is not covered by the Financial Services Compensation Scheme. Please note that no other compensation scheme exists to cover losses claimed in connection with the 3V Visa number and, in the unlikely event that Raphaels Bank becomes insolvent, You may lose Your money.

## **10. Loss or Fraudulent use of 3V Visa Number**

**10.1** If You disclose or lose your 3V Visa Number, or suspect that the 3V Visa Number or Security Information may have been used fraudulently or without Your consent, You should contact 3V Customer Services immediately. We will then deactivate the 3V Visa Number to prevent anyone accessing Your Available Balance. When reporting any such event, You may be asked to give Your 3V Visa Number details, Security Information and any other details so that 3V Customer Services can verify they are communicating with relevant the 3V Visa Number User. You may also be asked to help Us, Our agents or the police if Your 3V Visa Number or Security Information is stolen or otherwise disclosed and/or if We suspect that there has been fraud or misuse or if You have notified Us of a Disputed Transaction (see Clause 11 below).

**10.2** In such cases where Your Available Balance is positive, We will deactivate the 3V Visa Number and use reasonable endeavours to issue a new 3V Visa Number to You within fourteen (14) days and transfer the Available Balance to that new 3V Visa Number. There is no charge for this service. In the event that We are unable to issue a new 3V Visa Number to You, You may redeem the Available Balance in accordance with Clause 6.1.



**10.3** We recommend that You check Your Available Balance regularly at the 3V Website.

## **11. Disputed Transactions**

- 11.1** We will make an immediate refund of the amount of any disputed Transactions which are not authorised by You, provided You have kept Your 3V Visa Number details secret, you have not acted fraudulently, with gross negligence or with intent to breach the terms and condition hereof. Provided you are not in breach of Clause 5 or this Clause 11, if You fail to keep the security features of Your 3V Visa Number safe from misappropriation but have taken all reasonable precautionary steps to protect Your 3V Visa Number and Security Information, Your maximum liability will be limited to fifty pounds (£50).
- 11.2** If You notice a Transaction on Your account that you do not recognise, You must contact the Merchant immediately as this may lead to a quicker resolution of the dispute, and if not promptly resolved, You must notify 3V Customer Services without undue delay. You must give Us notice in any event no later than thirteen (13) months after the debit date related to such Transaction. If the circumstances and evidence available to us at the time that You bring an unauthorised transaction to Our attention demonstrate that the debit was in fact authorised by You, and You still wish to continue to dispute the Transaction as unauthorised, then We shall have the right to request that you provide additional written information and a statement signed by You concerning such error and confirmation that you have reverted to the Merchant, to show that the evidence on which We base our refusal for an immediate refund is unfounded. You may be prosecuted in the event that You bring any fraudulent claim for an unauthorised Transaction against Us, irrespective of whether or not you have received any refund. We strongly recommend that you regularly check your Transaction history online.
- 11.3** If any subsequent investigation shows that the disputed Transaction was in fact authorised by You, or the conditions set out above apply, We will not refund the Transaction amount (or, if a refund was initially made by Us and Our subsequent investigations shows that You were not entitled to such refund or You failed to return a signed written statement to Us within ten (10) days of Our request, We shall deduct the amount of such disputed Transaction from Your Available Balance or, if such balance is insufficient, You shall be liable to Us for the balance of monies due).

## **12. Contacting 3V Customer Services**

- 12.1** You may contact 3V Customer Services by email to [queries@3Vprepaid.com](mailto:queries@3Vprepaid.com). Any correspondence for You will be emailed to the email address that 3V Customer Services holds for You. You can change your personal details (including Your email address and/or personal password), view Your Transaction history information and/or redeem Your 3V Visa Number(s), using the “Online Customer Services” section of the 3V Website.
- 12.2** You must promptly notify 3V Customer Services of any change of home address and/or email address using the “Online Customer Services” section of the 3V Website and if requested provide documentary evidence of such change of address prior to noting such change(s).
- 12.3** You are responsible for ensuring that any information or instructions You give to 3V Customer Services are accurate and complete. We accept (and the Services Provider shall accept) no responsibility or liability for any loss or damage You suffer if the information or instructions You give are in any way materially inaccurate or incomplete.

## 13. Complaints and Queries

- 13.1** If You have any complaint or query in relation to the Services, please contact 3V Customer Services in the first instance so that they may investigate and respond to You. You may contact 3V Customer Services by writing to them at: 3V Transaction Services Limited, P.O. Box 11852, Blackrock, Co. Dublin, Ireland, or by email to [queries@3Vprepaid.com](mailto:queries@3Vprepaid.com).
- 13.2** If You are not satisfied with the response You receive from 3V Customer Services You may contact the Financial Ombudsman Service by writing to them at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, or by telephoning on 0845 080 1800 or 0300 123 9123 or emailing [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk).

## 14. Uses of Your Information

- 14.1** In this Clause 14, "personal information" means information You have supplied to the Service Provider and/or information which comes into Our possession in connection with this Agreement which identifies You personally, including for example Your name, address, and/or telephone number .
- 14.2** We are subject to the provisions of the Data Protection Act 1998 ("DPA") regarding the confidentiality of Your personal information and will take all necessary steps to ensure that the Service Provider or any other agents likewise strictly comply with its provisions. Accordingly Your personal information will only be disclosed to other parties and processed in accordance with the DPA.
- 14.3** Your personal information will be retained for only as long as required or permitted under the DPA. You have the right to receive a copy of Your personal information by writing to 3V Customer Services at the address set out above in clause 13.1. Please note that You will be charged a reasonable fee for this service (currently about £10).
- 14.4** Your personal information will be processed:
- a. to manage Your Available Balance;
  - b. to communicate with and update You in relation to Your Transactions and other relevant activities;
  - c. to facilitate use of Your 3V Visa Number
  - d. to carry out, monitor and analyse Our business; and
  - e. to ensure compliance with any laws or regulations in any applicable country.
- 14.5** Your personal information will be held on Our behalf by the Service Provider and may be disclosed to:
- a. agents or any other person or subcontractor working for Us in relation to the Services.
  - b. any person to whom We transfer any of Our rights or duties to under any agreement We may have with You;
  - c. any person or company to whom Our business is sold or integrated;
  - d. any prospective purchasers of Our business (and their advisors) on the basis that it will be kept confidential;
  - e. fraud prevention agencies (as set out further below);

- f. anyone to whom You authorise the Service Provider or Us to give Your personal information.
- 14.6** If Your personal information is required to be sent outside the European Economic Area, We shall ensure such information continues to be protected.
- 14.7** Your personal information may be passed to fraud prevention agencies or to the police (subject to lawful authority and reasonable requests), or in the event that You give Us false or inaccurate information or if there are circumstances that give rise to reasonable grounds to believe that an offence may have been committed.
- 14.8** The fraud prevention agencies may use personal information and share search details and account information with Us and/or other organisations to:
  - a. assess the Service;
  - b. check Your identity to prevent money laundering;
  - c. prevent, detect or prosecute fraud and other crimes; and
  - d. recover and trace debts.
- 14.9** If You would like details of these fraud prevention agencies You may contact 3V Customer Services pursuant to Clause 12.
- 14.10** "Cookies" may be used to obtain additional information to enhance the delivery of services and information supplied to You. Cookies enable Us (and the Service Provider) to recognise site visitors so as to facilitate ongoing access to and use of the site. You can disable cookies by way of technical reconfiguration of your browser. The "help" button on the menu bar of most browsers will tell You how to do this or how to have Your browser automatically notify You when You receive a cookie so that You can decide whether to accept it. However, if You turn off "cookies", it is not possible for all of the services to be given to You.

## **15. Liability**

### **15.1 Our Liability to You**

- a. We shall not be liable to You for any direct or indirect loss or damage (other than that which cannot be excluded by law) You may suffer as a result of Your use of the Service or inability to use the 3V Visa Number or any loss or damage You suffer as a result of a third party using the 3V Visa Number or Security Information.
- b. We shall not be liable to You in any circumstances for any direct or indirect loss or damage (other than that which cannot by law be excluded) that does not arise directly from any matter for which We are responsible hereunder or which is beyond Our reasonable control.
- c. We and the Service Provider cannot guarantee that any particular Merchant will accept the 3V Visa Number or that We will authorise any particular Transaction. We shall not be liable for any direct or indirect loss or damage You may suffer in the event that a Merchant refuses to accept the 3V Visa Number (in whole or part) or if We cancel or deactivate the 3V Visa Number.

- d. We may, through the Service Provider, at any time, (from time to time due to technical, security, maintenance, administration or other reason) temporarily suspend the use of a 3V Visa Number and/or the 3V Website for such period as We may require without incurring any liability to You.
- e. Unless otherwise agreed by Us in advance, any liability We may have to You will be limited to the actual amount of any loss or damage You incur or suffer.
- f. Exchange or return of merchandise purchased in whole or in part with the 3V Visa Number will be governed by the relevant trading terms, procedures and/or policies of each Merchant. If You at any time receive a credit from a Merchant, the credit may not be added to the 3V Visa Number. Policies relating to return of merchandise and/or refunds are dependent on the relevant trading terms, procedures and/or policies of the Merchant from whom the purchase was made.

## **15.2 Your Liability to Us**

- a. You will be liable to Us for (and agree to indemnify Us against) all claims, costs, damages, expenses, liabilities, and other losses (including the costs of any legal action taken to enforce this Agreement) We directly or indirectly incur if You have acted fraudulently or been negligent or misused the 3V Visa Number or Security Information or breached this Agreement.
- b. We shall not be bound to recognise the interest or claim of any person other than the 3V Visa Number User in respect of the Available Balance, nor shall We be liable in any way for failing to recognise such interest or claim (except as required by law).
- c. No claim by You against a third party may be the subject of a defence or counterclaim against Us or the Service Provider.

## **16. Intellectual Property**

The information, content, graphics, text, sounds, images, buttons, trademarks, trade names, logos and other intellectual property contained on the 3V Website or used in connection with the 3V Visa Number are protected by copyright and other intellectual property laws. You are granted a limited license solely for Your own personal and non-commercial use to refer to, bookmark or point to any page within the 3V Website and to download the materials contained on the 3V Website to a single personal computer and to print a single hard copy of the materials for Your own personal reference, provided however that all copyright, trademark and other proprietary notices are left intact. Any other use of the materials in the 3V Website without the prior written permission of Us or Service Provider is strictly prohibited and is in violation of the proprietary rights of Us and the Service Provider.

## **17. Generally**

- 17.1** You may not assign any or all of Your rights or obligations under this Agreement but We may do so at any time.
- 17.2** Each one of these clauses is separate from all other clauses, so that if one clause is found to be void or otherwise unenforceable it will not affect the validity of any of the others.

- 17.3** If We do not enforce any of the rights We have under this Agreement, or if We delay in enforcing them, that shall not prevent Us from taking any action to enforce Our rights in the future.
- 17.4** Upon termination of this Agreement, the Terms and Conditions that are capable of continuing to apply will do so.
- 17.5** Apart from any person to which We have transferred Our rights and obligations hereunder, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 17.6** This Agreement shall be governed by, and shall be construed in accordance with, the laws of England, and the Courts of London, England shall have exclusive jurisdiction.
- 17.7** You and We agree that this Agreement and any communications between Us shall be in the English language.
- 17.8** Please note that other taxes or costs may apply to this Agreement or the Services which are not paid or imposed by Us.