



UniZest Aspire Account Terms & Conditions

These Terms & Conditions apply to your UniZest Aspire account and Visa Debit card. Please read them carefully. You can download a copy of these Terms & Conditions at any time from our website (<http://www.unizest.co.uk>).

In these Terms & Conditions:

“Additional Cardholder” means the person you have authorised to receive a Visa debit card and undertake transactions on your behalf.

“Distributor” means a third party who may distribute the card to you on our behalf.

“You” means the named cardholder being the authorised user of the UniZest Aspire account and Visa Debit card and any Additional Cardholders.

“We”, “us” or “our” means Contis Financial Services Ltd or the Distributor acting on our behalf.

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

- Telephone: 0207 205 2500 (standard geographic rates apply);
- Email: support@unizest.co.uk
- Online: Log in to your UniZest Aspire account at <http://www.unizest.co.uk> and click on Contact Us to send us a secure message;
- Post: 1st Floor, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL.

Your UniZest Aspire 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. Your UniZest Aspire account and card may be distributed by a third party on our behalf.

1. What is a UniZest Aspire Account and Card?

A UniZest Aspire 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 use your online UniZest Aspire account to make transfers to other bank accounts and set up standing orders.

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 UniZest Aspire account. Monies in the UniZest Aspire account are not bank deposits and do not earn interest.

2. Who can apply for a UniZest Aspire Account and card?

You must be at least 16 years old and a UK resident or have a confirmed offer of a place at a UK university to be issued with a UniZest Aspire account and card. There is a maximum of five accounts at each residential address.

3. Can I order an extra UniZest Aspire card on my account for someone else?

You can request an additional UniZest Aspire card for an additional cardholder and you may be charged a fee as detailed in the Fees and Limits table (section 33). Additional cardholders must be at least 13 years old. By requesting an additional cardholder, you agree for us to issue them a card and for them to authorise transactions on your behalf. The additional cardholder shares the balance on the UniZest Aspire account.

You agree to honour all transactions carried out by any additional cardholder and that you will be responsible for the use of the additional card and for any applicable fees and charges the additional cardholder may incur.

An organisation can also order cards for others, for example for its employees.

4. How can I apply for the UniZest Aspire Account?

You can apply on our Website (<http://www.unizest.co.uk>) or you may be able to apply through a Distributor.

Before we can open an account for you and issue you a card we may require evidence of your identity and residential address and we may also need to carry out checks on you electronically. If your account is funded by an organisation we may require some documentary evidence to prove this.

5. How do I get started?

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

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

- by logging into your UniZest Aspire account; or
- by calling our Customer Services team on 0207 205 2500.

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 or through your online account.

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.

If you have ordered a card for someone else, it is your responsibility to give them the information required to activate the card and retrieve the PIN. If they start using the card we will take this as confirmation that you have communicated these Terms & Conditions to them and that they have accepted them.

6. What if I want to change my PIN?

If you want to change your PIN, you can do so at any ATM with the Visa logo in the UK. You can get a reminder of your PIN through your online account at <http://www.unizest.co.uk> or by calling Customer Services.

7. How do I add funds to the UniZest Aspire account?

You or your organisation (if applicable) may pay in to your account by transfer from a bank account, by cash at selected retail outlets and any other method notified on our website from time to time. 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, 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. 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 (<http://www.unizest.co.uk>). You are responsible for ensuring there are enough funds in your available balance for us to authorise your transactions or enough funds in your envelope to pay any future standing orders you have set up.

You can request to receive an SMS notification when funds are paid into your account, a fee applies, please refer to the Fees and Limits table (section 33).

8. How do transactions work?

The first step will be to follow the instructions of the merchant or ATM to authorise a transaction. A transaction is authorised when you:

- enter your PIN or provide any other security code;
- sign a sales voucher;
- provide your card details and/or any other details as requested; or
- wave or swipe the card over a card reader.

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

An account transaction is authorised by you when you access your online account using your personal security details and submit a transaction request.

As soon as a transaction is authorised we will deduct the value of your transaction from the balance on your account. At the same time we will deduct any fees that apply to the transaction. See the Fees and Limits table (section 33) for more information.

Once we have received authorisation for a transaction we will transfer funds to the retailer within 3 days. A transaction will be received as follows:

- for purchases and ATM transactions, at the time we receive the transaction instruction from the retailer or ATM operator;
- for other transactions that are communicated directly to us, at the time you ask us to complete the transaction or if after 2.30pm for same day bank transfers (CHAPS) and 5pm for other bank transfers the instruction will be deemed to have been received by us on the following business day.

9. Can I cancel a transaction I have made?

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. In this situation, to withdraw your authorisation, 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. 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: http://www.visaeurope.com/en/Cardholders/exchange_rates.aspx.

11. Is there anything I can't buy with my UniZest Aspire card?

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

12. How can I check my UniZest Aspire account?

You can check your account by accessing it securely through our website (www.unizest.co.uk). Your statement will show:

- information on the payee of each 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 date the transaction is authorised or posted on to the account.

Paper statements are available on request and are subject to a fee (see the Fees and Limits table (section 33)).

You can also choose to use our SMS service to request your balance on your mobile phone and set-up SMS notifications for when money is paid into your account and when you have made a purchase or ATM withdrawal. Additional SMS services will be set out on our website when they become available. The SMS balance and activation number for registered cardholders is 07770 500500; standard mobile phone charges apply and a fee is charged for each SMS message that we send. Please refer to the Fees and Limits table (section 33). You agree that you have permission from the bill payer to access our SMS services.

13. How long will the UniZest Aspire 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 UniZest Aspire 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 our website 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 I didn't make?

If you 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 you should contact us as soon as possible and at least within 13 months of the date of the transaction. We will refund the amount of any transactions that our investigations show were not authorised by you, provided you have acted with reasonable care, kept your card secure, not disclosed your PIN or security details to anyone else and not acted fraudulently. We may charge you an Administration Fee for charging the transaction back to the retailer through the Visa system.

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

- the transaction was not authorised under this agreement;
- we are responsible for a transaction which was incorrectly executed by us; or
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected, taking into account normal spending patterns on the card or the circumstances of the transaction. 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?

You should treat your card like cash. If it is lost or stolen, you may lose some or all of your money on your card, in the same way as if you lost cash in your wallet or purse. Therefore, you must keep your card safe and not let anyone else use it. You must keep your PIN secret at all times; never disclose your PIN or security information to anyone. Security information includes your login and password details used to access your account or any other website where your card details are stored. We also recommend that you check the balance on your account regularly through logging onto your account at the website or by contacting Customer Services.

17. What if my UniZest Aspire card is lost or stolen?

If you lose your card or it is stolen, or you suspect that someone else has found out your PIN or password, you must tell us immediately by calling us or logging onto your account through the website and notifying us. Your card will be cancelled immediately. We run a dedicated line for lost or stolen cards; the number is 0333 202 3645 (option 3) 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.

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 details 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), then we will not refund the transaction amount and will charge you a fee of up to £50 for any loss we suffer because of the use of the card. 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 £50 and we will refund the amount of any transactions entered into 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, BACS or CHAPS.

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 UniZest Aspire card?

You have a legal right to cancel your card up to 14 days from the date you purchase it 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 34)) by contacting Customer Services. You should also cut your cancelled card in half through the signature box, magnetic strip and chip.

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 is cancelled or expires.

20. Could my UniZest Aspire card be cancelled?

We may cancel your card and this agreement by giving you at least 60 days' notice. Reasons for cancellation may include:

- if this agreement or your card expires;
- 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 card immediately if we:

- suspect fraud or misuse of your card;
- have any other security concerns; or
- need to do so to comply with the law.

If we cancel your card immediately, we will tell you as soon as we can if we are permitted to do so.

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 card is cancelled.

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

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

Alternatively, you or your organisation (if they provided you with your card) 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 (or your organisation, if applicable) 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 or to your organisation if the funds belong to them. We reserve the right to see proof of your (or your organisations) 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 29 below for the circumstances in which we do not give you a refund.

22. Is money on my UniZest Aspire 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.

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: 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK and e-mail: complaint.info@financial-ombudsman.org.uk.

24. What if I change my details?

You must let us know as soon as possible if you 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 will process and retain personal data in order to open, administer and run your account. We will transfer your personal data within our groups of companies and to other third parties in order to issue a card and run your account.

We will transfer your personal data, including details of your transactions, within our group of companies and to the Distributor, in order to carry out, monitor and analyse our relevant business. If we transfer your information to third parties outside the European Union we will take steps to ensure that the third party agrees to apply the same levels of data protection that apply in the UK.

If you have agreed, we or other third parties may also contact you to let you know about services that are of interest to you. You can contact us if you don't want to receive any marketing materials from us or other third parties.

We may check personal information with fraud protection agencies and other organisations and we may get information about you from recognised agencies to verify your identity. A record of such enquiries may be left on your file. We will tell fraud prevention agencies if you give us false or inaccurate information and we suspect fraud.

We may monitor and/or record telephone calls we have with you to help us maintain and improve the quality of the service we provide to you.

If you wish to obtain a copy of your personal data we hold, please contact Customer Services. There will be a £10 Data Subject Access Fee to provide this information. We will not disclose your account information to the additional cardholders without prior written permission from you. For further information please see our privacy policy on our website.

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 60 days 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 on our website, <http://www.unizest.co.uk>. You should check our website regularly for such notices and changes.

27. When may use of the UniZest Aspire 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 unauthorised transactions occur after you have notified us of the loss, theft 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 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, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your card, 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.

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.

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.

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 transactions before you notify us will be £50.

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. Who is the data controller?

Contis Financial Services Limited is a data controller of your personal data and will always process your personal data in accordance with the Data Protection Act 1998.

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?

UniZest Aspire Fees

Fees and Charges	Value	Comments
Card Fee	Free	
Additional Card	£10.00	Additional cardholders must be 13 years or over. Additional cards share the account holder's funds
Replacement Card	£10.00 Lost/stolen/damaged replacement card	Free replacement for expired cards. £10.00 for lost/stolen/damaged replacement
Monthly Management Fee	£3 per month	
Additional Card Monthly Management Fee	Free	
Delivery times	Within 10 working days	
TRANSACTIONS/PURCHASES		
UK purchases	FREE	
European purchases	£0.50 + 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 Website.
International purchases	£0.50 + 3% of the transaction value	
Declined Purchase	£0.10	
Declined ATM	£0.25	
ATM Withdrawal UK*	Four UK withdrawal's per month free then £0.75 per withdrawal	
ATM Withdrawal Europe*	£1.75 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 International*	£2.00 plus 3% 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.
Cashback Instore	Free	You can request up to £50 cashback at participating UK retailers when making a purchase
PAY-IN FEES		
Bank transfer	FREE	Add funds to your account by bank transfer from a UK bank account.
PayPoint	£1.00 plus 3%	Maximum load amount of £249
TRANSFER FEES		
Future dated transfer from account	£1.00	Transfer money to a UK bank account in three working days.
Next day transfer from account	£1.50	Transfer money to a UK bank account on the next working day.
Same day transfer from account (CHAPS)	£25.00	Transfer money to a UK bank account on the same day, some restrictions may apply.
International transfer regular	£25.00	Transfer money to a foreign bank account within 5-7 working days.
International transfer urgent	£30.00	Transfer money to a foreign bank account within 3-5 working days.
OTHER FEES		
ATM balance enquiry	£0.20	Balance enquiries are FREE by logging into your account online.
SMS Alerts**	£0.20	Optional service for confirmation of purchases, withdrawals and balance enquiries.
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 0207 205 2500 or 0330 100 3688 are charged at standard geographical rates and will be included in mobile phone inclusive minute packages.
Statements paper (per 62 days)	£1.50	You must request a paper statement by

		contacting Customer Services.
Statements online (per 62 days)	Free	
Administration Fees	£25.00	Administration fee for instigating a chargeback on request of the Cardholder, transaction revocation, manually rectifying Cardholder errors or investigating shortfalls.
Data subject access fee	£10	Fee to provide information on your personal data held by us.
Card cancellation fee	£5.00	When you cancel the agreement within the first 14 days and a card has already been ordered in your name
Redemption fee	£5.00	When you request a funds transfer on closing of the account
LIMITS		
Minimum single pay-in	£10.00	
Maximum daily ATM withdrawal	£300	
Maximum balance	£30,000	
PayPoint pay in	£249	
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.
- ** standard operator SMS charges apply for balance requests and additional charges may apply to receive SMS information outside the UK.

Your 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.

Please note that the **UniZest Aspire** 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.



GCEN Terms and Conditions of Service

1 Definitions

1.1 This agreement employs the following Defined terms:

GCEN Global Currency Exchange Network Limited

Client GCEN's client who has executed relevant account opening forms and agreed to be bound by this agreement

FCA the UK Financial Conduct Authority, which regulates GCEN in its capacity as an authorised payment institution (or a successor regulator)

FSMA the Financial Services and Markets Act 2000, as amended

PS Regulations the Payment Services Regulations 2009, as amended

RA Order the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended

The Services the totality of the services which GCEN agrees to provide to the client (on an as required basis), and which comprise the Payment Services and the FOREX Services

FOREX Services any services specifically related to the conversion for a client of a sum received in one currency into one or more sums in one or more different currencies (and more specifically addressed in clause 5.1.1 below)

Payment Services any services specifically related to the making of payments for or on behalf of the client in the same currency as that which the client provides to GCEN to fund the making thereof

Contract refers to each and every specific transaction undertaken by GCEN for the client in performance of the Services

1.2 The terms “**framework contract**” and “**payment account**” bear the meanings given to them in the PS Regulations.

1.3 References to “**written**” or “**in writing**” shall include communication by electronic mail (including attachments to electronic mail.)

2 General

2.1 The terms and conditions set out in this agreement (as amended by GCEN and notified to the client from time to time) shall apply as between GCEN and the applicant named above, and shall regulate the provision of the Services to the client or (on the client's instructions and subject to GCEN's acceptance of the same) to any third party named in any order received by GCEN for the entry into and performance of one or more contracts.

2.2 For the purposes of the PS Regulations, this agreement a framework contract.

2.3 This agreement shall come into force on the earlier of the date set out above and the date that it is communicated to the client (whether by post, fax or email or by reference to the GCEN website).

2.4 Any reference to GCEN or the client in this agreement shall be deemed to include that party's officers, employees and/or agents.

2.5 References to clauses are to the clauses of this agreement and the headings in this agreement are for convenience only and shall not affect its interpretation.

2.6 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

3 Regulatory status

3.1 GCEN is authorised and regulated by the FCA as an authorised payment institution (reference number 504346), and discharges its obligations to the client subject to the relevant provisions of the PS Regulations, as from time to time amended.

3.2 For avoidance of doubt, GCEN is not authorised or regulated by the FCA in relation to any other matters which are subject to the jurisdiction of the FCA.

3.3 GCEN provides the Services from its head office, the full address of which is The Old Barn, Oasts Business Village, Red Hill, Wateringbury, Maidstone, Kent ME18 5NN.

4 Information prior to provision of Services

4.1 In accordance with the PS Regulations (and in particular, regulation 40(2) thereof and Schedule 4 thereto), GCEN is required to provide various items of information to its clients.

4.2 The parties confirm that such information is deemed to be provided in these terms (or in this agreement), or has been separately provided to the client in writing by GCEN.

5 The Services

5.1 The Services shall be limited to:

5.1.1 FOREX Services, namely providing facilities for the sale, purchase and physical delivery of foreign currencies for use in connection with a trade or business or for other commercial (but not, for the avoidance of doubt, investment) purposes only; and

5.1.2 Payment Services, namely providing any or all other services comprised within the permitted remit of an authorised payment institution under the PS Regulations); Services falling within clause 5.1.1 include, without limitation, arranging or entering into forward contracts, forward time option contracts and limit orders (but shall not include any form of transaction regulated by the FCA within limb (b) of the definition of a “contractually-based investment” in article 3(1) of the RA Order). Services falling within clause 5.1.2 include, without limitation, arranging or entering into contracts or arrangements for the making of payments on the client's behalf in the same currency as that provided to GCEN by or on behalf of the client.

5.2 GCEN shall record in writing the details of each contract entered into in the course of providing the Services, and send a copy to the client at the time the contract is performed.

5.3 GCEN shall unless otherwise agreed, contract as principal with the client for the delivery of the currency or payment in question and deal with the client on an execution only basis.

5.4 Where providing FOREX Services, GCEN may provide the client with information concerning the foreign exchange markets, but will not at any time offer advice to the client on taxation, investment products or markets or the merits or otherwise of any currency or payment transaction.

5.4.1 The client accepts that any such information does not constitute advice and does not form part of the Services and agrees that it shall rely purely on its own judgement when entering into any contract.

5.4.2 In providing the information referred to above, GCEN makes no warranty or representation as to its accuracy, and is not liable to the client in relation to the use made of such information.

5.5 Each order shall stand as a separate contract. Where FOREX Services are provided, the client will take physical delivery of the purchased currency upon payment of the full amount of the sold currency as dictated by GCEN on the occasion of each contract.

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5.6 GCEN reserves the right in its absolute discretion to cancel any order where the required currency is unavailable.

6 Instructions and communications

6.1 All communications between the client and GCEN, in either direction, shall be in English.

6.2 GCEN may, at its absolute discretion, accept or refuse (without attributing any reason or being liable for any claims, loss of profits, depletion of goodwill or damage, and whether direct, consequential or anticipated) any order for services or any instruction relating to services from any officer, employee or agent of the client. Where only certain named personnel are authorised by the client to place orders and give instructions to GCEN, an "authorised personnel" list shall be annexed to this agreement, and where such a list is annexed, GCEN shall only deal with those authorised persons.

6.3 Orders may be placed and instructions may be given orally or in writing, save that in the case of an oral order or instruction, GCEN is entitled to require the client to confirm such order or instruction in writing prior to executing the same. Alternatively, GCEN may itself confirm in writing any orally communicated order or instruction, and if so, this shall be final and conclusive evidence of the order or the instruction in question.

6.4 In accordance with regulations 55(3) and 67 of the PS Regulations, conditions apply to the capacity of the client to revoke an order or instruction.

6.5 In accordance with regulation 44 of the PS Regulations, the client is entitled in relation to any contract instructed by the client to GCEN (and prior to execution of the same) to be provided with details of the maximum execution time for the contract, the applicable charges and (if relevant) how such charges are broken down. GCEN will provide such information provided that the client requests the same at the time of notifying GCEN with the instruction initiating the contract in question.

6.6 In accordance with regulation 45 of the PS Regulations, GCEN will provide to the client, in relation to each transaction executed in the provision of the Services, with:

6.6.1 A reference enabling the client to identify the transaction;

6.6.2 For a Payment Service, the amount debited to the payment account, and for a FOREX Service, the amount or value of the relevant foreign currency transferred;

6.6.3 The amount of charges (and if relevant, interest) due from the client in relation to the transaction;

6.6.4 In relation to FOREX Services, the exchange rate or rates used; and

6.6.5 The debit value date, or the receipt date, in relation to the payment made.

6.7 The information referred to in clause 6.6 will be provided on a monthly basis by GCEN in respect of all contracts entered into during the month in question (unless the client and GCEN agree to provision of such information on a more frequent basis). Unless the client notifies GCEN of any error or omission in relation to such information within 24 hours of receipt, the client shall be deemed to have agreed and accepted the accuracy of all such reported information and it will be legally binding on the client.

6.8 If the client considers that GCEN has executed an instruction in its name which it has not originated, it shall notify GCEN forthwith. In accordance with the PS Regulations, there are certain circumstances under which compensation to the client is available in such circumstances, and details can be obtained from GCEN.

7 Payment accounts, payment process etc.

7.1 On accepting the first order from a new client, GCEN will set up a payment account for that client.

7.2 GCEN will determine whether the nature of the relationship with the client requires it to set up further separate payment accounts for separate contracts for better provision of the Services.

7.3 For avoidance of doubt, each and every payment account maintained by GCEN shall be held at a regulated credit institution selected by GCEN and shall have the status of a client money account, whereby all sums from time to time credited to the payment account are treated as wholly separate from GCEN's own money.

7.4 In relation to each contract instructed by the client, the client shall facilitate payment of cleared funds into the payment account (or if there is more than one such established under clause 7.2 above, into the payment account directed by GCEN). It shall be the client's responsibility to ensure that prior to the intended date and time of the relevant transaction or transactions, the relevant payment account is in funds to the value of the currency to be transferred (if a Payment Service) or sold (if a FOREX Service) by GCEN on behalf of the client (the "sale currency") in order to secure payment.

7.5 GCEN shall not be required to settle any contract or to pay to the client, or to the client's order, any amount in respect of such contract without first having received from the credit institution where the relevant payment account is held or from any broker or dealer with or through whom GCEN executes currency transactions notice to the effect that the amount of sale currency due and payable by the client to GCEN in respect of the contract, has in fact been received.

7.6 Without limiting its rights set out in clause 7 below, where GCEN has not received payment of any amount of sale currency due from the client, GCEN may delay the execution of an instructed contract on behalf of the client until GCEN has received the sale currency. If so, in the case of a FOREX Service, the client is warned that GCEN may sell such sale currency at the rate of exchange then prevailing (without regard to its having provided details to the client of a different rate at the time of the instruction).

7.7 Banks have specified times of cut-off for the receipt and dispatch of electronic payments. GCEN accepts no responsibility for any delay in onward payment attributable to the late arrival of funds or instruction of payment relative to the cut-off times of the bank at which the client's payment account is maintained.

7.8 In the event of any significant exchange rate fluctuations occurring between the date on which a particular contract is executed and (if different) the value date for the transaction to which such contract relates, GCEN may require the client to provide additional funds to be credited to the payment account to maintain the value and level thereof at the stipulated percentage rate on the original contract note. Such funds shall be paid by the client immediately and in full.

8 GCEN's fees and charges

8.1 The basis for GCEN's charges is subject to such further details, contained in this agreement or provided as an annexure hereto, as GCEN may notify to the client. GCEN reserves the right to modify the charges made for the Services from time to time, giving the client written notice of not less than 7 days before introducing any such modifications.

8.2 In addition, GCEN is entitled to be reimbursed at the client's expense with such expenses and fees as it incurs in performing the Services as are notified to the client in this agreement or in an annexure hereto, and to modify such fees or rates from time to time, giving the client written notice of not less than 7 days before introducing any such modifications.

8.3 For the avoidance of doubt, GCEN is entitled to debit its fees and charges referred to in this clause 8 to the payment account.

9 Netting and set-off

9.1 GCEN will operate the payment account (or, where the client has more than one, all payment accounts) on a net basis. On any given day while this agreement remains in force, GCEN will be entitled to treat all obligations of the client to pay money from the payment account in settlement of contracts where the client is the payer as netted against all entitlements of the client to receive money into the payment account in settlement of contracts where the client is the payee.

9.2 Further to clause 9.1, it is clarified that:

9.2.1 The netting and set-off therein described shall take into consideration sums of money due and receivable even if not yet received, and due and payable even if not yet paid;

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9.2.2 Where FOREX Services are involved, the calculation of the net obligations of the client and the net position of the payment account or accounts shall be reconciled in Sterling, GCEN first having performed the necessary calculations of conversion from the foreign currency or currencies involved to Sterling; and

9.2.3 All fees due to GCEN and remaining unpaid, together with all bank, brokerage and other charges which the client is obliged to bear but which have not yet been debited, shall be treated as due and payable as part of the netting process.

10 Client's warranties

10.1 The client hereby warrants and represents to GCEN as follows:

10.1.1 The client has full capacity to enter into this agreement and to provide instructions to GCEN to enter into contracts, whether as part of Payment Services or FOREX Services;

10.1.2 all orders will be placed in pursuance of the client's usual trade or business;

10.1.3 the client is not acting for any third party;

10.1.4 all transactions instructed to GCEN are to be entered into either for the client's commercial purposes (in accordance with article 84(2) of the RA Order) or for its private purposes, but shall in any event not be or represent contracts for investment purposes;

10.1.5 all funds to be provided by the client will be beneficially owned by the client (or will be held subject to a constitution that entitles the client to dispose of such funds as if fully beneficially entitled) and will not be subject to any charge, lien or other encumbrance, and the client will not create or permit the creation of any charge, lien or other encumbrance over any funds so provided.

10.2 The warranties in clause 10.1 are deemed to be repeated at every point at which the client provides an instruction to GCEN to undertake a transaction involving the payment account.

11 Limitation of liability (The client's attention is particularly drawn to this section)

11.1 Nothing in this clause 11 seeks to limit GCEN's liability to the client for death or personal injury resulting from the negligence of GCEN, its employees, agents or sub-contractors, or in any way which is not permitted in accordance with the PS Regulations.

11.2 Subject to clause 11.1 above, GCEN's total liability to the client arising in connection with any contract or the performance of the Services generally shall be limited to damages of an amount equal to the direct loss incurred, provided that in relation to any specific contract GCEN's liability shall in no circumstances exceed:

11.2.1 In the case of FOREX Services, the value of currency as at the contract date to be purchased by GCEN from the client; and

11.2.2 In the case of Payment Services, the value of the money intended to be paid or, as the case may be, received on the client's behalf.

11.3 GCEN shall not under any circumstances be liable to the client for loss of profits or goodwill, anticipated savings, or any type of special indirect or consequential loss (including loss or damage suffered by the client as a result of an action brought by a third party) arising in connection with any contract, or with the provision of Services generally, even if such loss was reasonably foreseeable.

11.4 The client will, on demand by GCEN, indemnify GCEN and keep it indemnified against all losses, damages and costs of any nature suffered by GCEN including any costs suffered by GCEN in covering, reducing or eliminating its risk, arising as a result of any breach by the client of these terms.

12 Force majeure

12.1 GCEN shall not be deemed to be in breach of this agreement or otherwise have any liability to the client for any failure or delay on the part of GCEN in performing its obligations under this agreement arising from or attributable to any act, event, omission or accident beyond the

reasonable control of GCEN ("force majeure event"). GCEN shall notify the client of the occurrence of a force majeure event as soon as is reasonably practicable following the occurrence of such force majeure event.

12.2 Where a force majeure event occurs, GCEN may (at its option), on the subsistence of such force majeure event for fourteen (14) consecutive days, and will, on the subsistence of such force majeure event for twenty-eight (28) consecutive days, cancel any as yet unexecuted contract and refund to the client's payment account any sale currency paid under that contract. The client shall not be entitled to compensation in respect of any force majeure event occurring.

13 Default

13.1 In addition to the rights of GCEN in clause 7.6 above, GCEN shall have the right to close any contract by entering into an equal but opposite contract or, at its absolute discretion, by any other actions deemed necessary, or to terminate this agreement in its entirety, in each case without any further liability for any loss or otherwise in the event of any of the following:-

13.1.1 any default of payment by the client of any sum due to GCEN (or failure to promptly credit the payment account with such sums and in such currencies as GCEN may notify to the client);

13.1.2 any other breach by the client of this agreement;

13.1.3 if an individual, the client is declared bankrupt or enters into an arrangement with his creditors;

13.1.4 if a legal entity, the client enters into any form of insolvency or administration procedure (other than for the purposes of a reconstruction which has been agreed in advance with GCEN) or is unable to pay its debts as they fall due (as Defined in section 123 of the Insolvency Act 1986);

13.1.5 it becomes unlawful for GCEN to give effect to any or all of its obligations to the client under this agreement or where GCEN or the client is ordered by any governmental or regulatory body to cease to perform this agreement; or

13.1.6 GCEN considers it desirable to do so for its own protection or for the protection of its other clients.

13.2 Where a contract is closed out by GCEN in accordance with clause 13.1, a contract note will be issued and dispatched to the Client detailing the specifics of the closure and any loss suffered by GCEN as a result of

such closure.

13.3 Where in accordance with clause 13.1 GCEN terminates this agreement, GCEN will produce a summary statement of the client's net position, calculated in accordance with clause 8.

13.4 Whether clause 13.2 or 13.3 applies, GCEN is entitled to:

13.4.1 A full indemnity from the client in relation to all costs incurred by GCEN in reversing or otherwise terminating all contracts still subject to execution; and

13.4.2 In furtherance thereto, to debit the payment account in settlement of such indemnity.

14 Duration, termination

14.1 Subject as set out below, these terms shall continue in force until terminated by either party giving to the other written notice of 7 days.

14.2 Either party shall be entitled to terminate this agreement forthwith by written notice to the other if:-

14.2.1 that other party commits any material breach of any of the provisions of these terms and, in the case of a breach capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

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14.2.2 either party enters into any form of insolvency or administration procedure (other than for the purposes of a reconstruction which has been agreed in advance with the other party) or is unable to pay its debts as they fall due (as Defined in section 123 of the Insolvency Act 1986); or

14.2.3 if GCEN ceases to be regulated by the FCA in accordance with the PS Regulations.

14.3 GCEN may terminate this agreement as provided for in clause 13.1 (default by the client) or in clause 17.3 (termination where modification is not agreed).

14.4 Any waiver by either party of a breach of any provision of these terms shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

14.5 The rights to terminate given by this clause 14 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

14.6 In the event of termination, however arising, GCEN has the power and right to ensure that all contracts entered into for the client prior to termination taking effect shall be executed and settled for the client's account.

14.7 Subject as otherwise provided in the contract, upon the termination of these terms for any reason and following the conclusion of any foreign currency transacted under these terms, neither party shall have any further obligation to the other save for any rights, obligations and/or liabilities which have arisen under these terms but have not been discharged prior to termination.

14.8 GCEN undertakes to the Client that, other than in the event of the Client's insolvency or other cessation of business, GCEN will not solicit or approach any Underlying Customer to seek to open a direct relationship between GCEN and such Underlying Customer for the provision of services of any type identical or substantially similar to the Payment Services.

15 Disputes

15.1 The client shall provide GCEN with written notice if at any time it is dissatisfied with GCEN's performance of this agreement or otherwise disputes the validity or enforceability of it.

15.2 Without prejudice to their rights under this agreement, GCEN and the client shall attempt to resolve any dispute in good faith, save that where the dispute remains unresolved within 28 days of notice being served on GCEN, either party may take such further steps as it considers appropriate to resolve the dispute, including, without limitation, appointing a mediator or an arbitrator or initiating court proceedings.

16 Notice

16.1 Any notice, document or other information ("notice") to be given by one party to the other under this agreement shall be in writing and shall be deemed to have been duly served if delivered by hand or by first

class pre-paid recorded delivery post or sent by electronic transmission to the other party at such postal or electronic address or telecommunications number set out in this agreement or otherwise notified to the other party from time to time.

16.2 Notice shall be deemed to have been received by the recipient: if delivered personally, when left at the proper address for that party; if sent by first class pre-paid recorded delivery post, at 10.00am on the second Business Day after posting; or if sent by electronic transmission, simultaneously with effective transmission.

17 Miscellaneous further provisions

17.1 Nothing in these terms shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

17.2 This agreement, of which these terms form part, together with any documents referred to in these terms or annexed hereto, represents the entire agreement between the parties and supersedes all previous arrangements, agreements and understandings between the parties in respect of the Services

17.3 This agreement may be modified by GCEN providing written notice to the client, stating the date on which such modification takes effect, and in accordance with regulation 42(2) of the PS Regulations such modification applies automatically from the stated date unless beforehand the client has notified GCEN of an objection thereto in writing. Should the client so notify, GCEN has the option to terminate this agreement with immediate effect.

17.4 Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether party to this agreement or not) except as expressly provided herein, and that all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

17.5 No person other than the parties is entitled to sue on any provision of this agreement.

17.6 It is intended that this agreement shall be reasonable as between GCEN and the client having regard to the nature of the respective parties, but if any term of this agreement (or any part of any term) is found to be invalid or unenforceable, that term or part term shall to the extent required be deemed to be severed from and not affect nor impair the validity or enforceability of any other section of this agreement and the parties shall use all reasonable endeavours to replace that term or part term with a valid and enforceable substitute term or part term that gives effect (in so far as possible) to the intended meaning behind the severed provision(s).

18 Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the Laws of England, and (other than where clause 15.2 applies in relation to dispute resolution by alternative means) each party hereby submits to the exclusive jurisdiction of the English Courts.