



# Terms and conditions

**VERSION November 2020**

## **MuchBetter Customer Terms and Conditions:**

MIR Limited UK Ltd ("**MIR**", "**MuchBetter**", "**we**", "**our**", "**us**") is an app based payment wallet ("**the App**") allowing customers and merchants to process and manage e-payments in a secure, fair and economical way (the "**MuchBetter Service**"). The MIR Service may also provide you with the option to receive a physical Card, as defined and detailed below.

You acknowledge and accept that by checking the "accept" box when opening your Account, you agree to abide by the following Customer Terms as amended from time to time ("**Customer Terms**") concerning your use of MuchBetter Services. If there is any part of the Customer Terms you do not understand or wish to clarify, please contact our Customer centre at support@muchbetter.com or visit [here](#).

### **1.0 DEFINITIONS**

1.1 In these Customer Terms, the following words have the meaning set out beside them: "**Account**" means your card account with MuchBetter Services which holds electronic money and which your Card(s) is linked to;

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

"**Authorised User**" means a person authorised to use the MuchBetter Service, after meeting all eligibility requirements set out in these Customer Terms;

"**Authorised User Site**" means the mobile application app or website accessed by Authorised Users using their Account ID Information, where Authorised Users can view their transaction history, deposit funds into their Account and make other Transactions;

"**Card**" means MuchBetter Prepaid Card

"**Customer Contact Centre**" can be contacted by visiting <https://www.muchbetter.com/en/support>.

"**Deposit**" means the crediting of funds to your Account by purchasing electronic money;

"**Merchant**" means any commercial or business entity that (i) accepts cards displaying the MasterCard® acceptance symbol as payment (where a Card Transaction is concerned) or (ii) is validly registered with MIR Limited, company no. 013813V, or any of the MIR Limited Group companies, to accept Transactions from your Account;

"**Month**" means a calendar month;

"**MIR**", "**MuchBetter**", "**we**", "**our**", "**us**" means MIR Limited UK Ltd, Company number 10417552, with its registered office located at 20-22 Wenlock Road, London, England, N1 7GU United Kingdom;

"**MIR Exchange Rate**" means the exchange rate used by us on all currency exchange transactions as published on our Website and which may be amended by us from time to time in accordance with these Customer Terms;

**"MIR Group"** means MIR Limited, its subsidiaries, holding companies and associated companies;

**"Payment"** means any of the following: (i) any payment made using your Card; (ii) the debiting of an amount of electronic money from your Account and the concurrent crediting of such amount to a Merchant account, or another Member's account, as designated by you (including by way of Subscription Billing); or (iii) the crediting of an amount of electronic money to your Account and the concurrent debiting of a Merchant account, or another Member's account;

**"PIN"** means the personal identification number which we issue to be used with your Card and access to the MuchBetter Service;

**"Prohibited Transaction"** means any of the following types of transactions: (i) illegal drugs; (ii) pornographic content or services; (iii) illegal downloads; (iv) illegal gambling; (v) goods or services infringing Intellectual Property Rights of a third party; ; (vi) firearms; (vii) dating and escort services (viii) Ponzi schemes or similar fraudulent investment operations; (xi) Transactions involving shell companies; or (xii) any goods or services prohibited by Applicable Law or regulations for the user or MuchBetter. We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Customer Terms policy published on the Website;

**"Recurring Payments"** means an order by an Authorised User to make regular Payments from its Account at specified intervals to an online Merchant; For the removal of doubt, a Recurring Payment is a Payment and is subject to any applicable fees which may apply;

**"Transaction"** means, as the context permits: (i) a Payment; or (b) a Withdrawal; or (c) a Deposit; and, in each case less any applicable fees;

**"Website"** means [www.muchbetter.com](http://www.muchbetter.com) or such other website, mobile application or app through which we may offer the MIR Service, or information related thereto, from time to time;

**"Withdrawal"** means removing funds from your Account by using your Card at any ATM or by selecting one of the withdrawal methods available to you in your country of residence as set out in the "withdrawal" page of the Authorised Users Site; and

**"you"** or **"your"** means the person to whom these Customer Terms shall apply.

## 2.0 **MuchBetter Service**

2.1 MIR LIMITED UK LTD is an authorised electronic money issuer authorised and regulated by the Financial Conduct Authority in the United Kingdom, under FCA Reference Number (FRN) 900704. All Cards are issued by PayrNet Limited, company number 09883437 incorporated in England and Wales and FCA regulated under reference number 900594 and are subject to their Terms and conditions. PayrNet is a wholly owned subsidiary of Railsbank Technology Limited.

2.2 By accepting these Customer Terms and using the MuchBetter Service you acknowledge that: (i) we are not a bank and your Account is not a bank account; (ii) Accounts are not insured by any government agency and the UK's Financial Services Compensation Scheme (FSCS) does not apply to your Account; however, funds are safeguarded in accordance to the Payment Service Regulations 2017(PSR) (regulation 23 of the PSRs) to protect your money ; (iii) we do not act as a trustee, fiduciary or escrow holder in respect of balances in your Account; and (iv) we do not pay you interest on any balances in your Account.

2.3 Although you are not required to keep a balance in your Account, if you do have a balance in your Account, funds representing that balance are segregated and pooled with funds representing the balance of other Authorised Users in an account held by us pursuant to the requirements under the Electronic Money Regulations 2011. We are not permitted to pay any interest to you in respect of balances held in your Account

### **3.0 Authorised Users**

3.1 Authorised Users must:

- If a natural person - Be at least 18 years of age and of the age of majority, whichever is older, in your country of residence;
- If a corporate – Be duly incorporated in accordance with the applicable laws governing the jurisdiction in which the business is established;
- Reside or be established or operate in a country which is not within the Non-Serviced Country list which may be amended by us from time to time, without notice;
- Open an Account through the App registration process;
- Provide full and accurate information, as required in the registration process;
- Maintain an active address and phone number;
- Satisfactorily pass all of our required identity, security and verification checks; and
- Accept these Customer Terms and Privacy Policy;

3.2 Access to your account or to certain MuchBetter services may be restricted if you have had a previous Account which was closed by us or if fail to comply with our requests for information or documentation

### **4.0 The Account**

4.1 You may not open more than one Account without prior approval from MIR. We may close, without notice, any or all of the Accounts of an Authorised User who has, or whom we have reasonable grounds to believe has, unauthorised multiple Accounts.

4.2 You always undertake and obligate to maintain your Account details updated, including but not limited to: full name, address, email address, phone number, credit card or bank account information.

4.3 You must only use your Account for personal purposes and not as a means to trade or run a business unless, in certain circumstances as determined by us, we give our prior written consent for you to do so.

4.4 You must use your Account in accordance with these Customer Terms including, but not limited to, refrain from committing any Account Violations such as:

- Using the Account for any Prohibited Transaction (see definitions at 1.0);
- Using the Account in any deceptive, fraudulent, inappropriate or false manner;
- Using the Account in any way and for any purpose which may violate laws or regulation which apply to the Authorised User or to relevant jurisdictions, and specifically but not limited to applicable financial legislation and regulation;
- Take any action which may interfere, limit or adversely affect the functionality of the MuchBetter Service; and
- Failure to interact with MuchBetter.

## **5.0 Purchasing electronic money**

5.1 You may purchase electronic money by accessing the App and selecting one of the Deposit options available to you depending on your country of residence. You may be asked to answer security questions or to complete other activities that we may reasonably require to ensure proper authorisation of a Deposit.

5.2 The electronic money will be credited to your Account, after the funds have been received by us and subject to deduction of the applicable fees and conversion fees, as detailed in the Website. Some Deposits may be credited to your Account immediately but are subject to reversal in case the actual funds do not reach MIR within a reasonable time in which case we will deduct the funds from the balance of your Account. If your Account balance is insufficient, we reserve the right to require repayment from you.

5.3 If you choose to make a Deposit through an account at your financial institution, you must ensure that this account has sufficient funds. If there are insufficient funds to clear the Deposit, we may debit the applicable insufficient funds charge and such uncleared payment from your Account, obtain it from your designated financial institution or otherwise collect it from you.

## **6 Making Payments to and from your Account**

6.1 You can make Payments and Withdrawals, provided you complete the information on the "Cashier" page of the Authorised User Site, by:

- Using your Card;
- Paying from your bank Account From a merchant;
- From any other authorised payment methods by MuchBetter such as crypto or Cash To Code
- From another Authorised MuchBetter account

6.2 You must make sure you have sufficient cleared funds, including the required applicable fees, in your Account before making a Payment. Insufficient funds may lead to rejection of your Payment request.

6.3 The amount of any Payment made to your Account will be credited to your Account balance, less any applicable Fees. If a Payment credited to your Account is reversed by the sender prior to you performing a Transaction, the amount of the reversed Payment will be returned to the sender and no Fees will be owed by you.

6.4 You should take great care in providing us with instructions regarding Payment, including amounts and the identity of the recipient. We will not be liable for any error or omission which you may perform when providing us with instructions.

6.5 Payments are subject to fees and currency conversion fees depending on the method used. Please see section 14 for further details on Fees.

## **7 Negative Balance**

7.1 If the Account balance is insufficient to cover your payments (and/or any additional fees), this will result in a negative balance. If your Account is in a negative balance, you must upload sufficient funds to your Account to eliminate the negative balance within two business days. We may act to

collect applicable amounts from you, including an automatic debit of any Deposits you make to your Account. We will also be entitled to charge you for any fees which may be associated with such collection procedures. This right shall survive termination of these Customer Terms.

7.2 Without derogating from the generality of the above, in case your Account is in negative balance, we may, at our sole discretion, restrict your access to the Account or limit any of your rights as an Authorised User.

## **8 Recurring Payments**

8.1 You may choose to use Recurring Payments if an online Merchant offers such an option. The amount of the Payment and frequency of Payment will be determined by the relevant Merchant.

8.2 MIR is not a party to the Recurring Payments arrangement between you and the Merchant and the Recurring Payments shall be governed by the terms and conditions of the applicable Merchant. MIR cannot cancel or amend Recurring Payments without the consent of the relevant Merchant. Any request to amend or cancel the Recurring Payments should be made by you, directly to the Merchant.

8.3 MIR is not responsible to ensure that you have sufficient funds in your Account in order to perform the Recurring Payments and will not be obligated to inform you if a negative balance is likely to be created in your Account. If your Account goes into a negative balance, the terms set out in section 4.7 shall be applicable.

8.4 You will not be able to cancel a Payment that has already been made to a Merchant.

## **9 Closing your Account and redeeming your funds**

9.1 You may close your Account by providing us with a written notification (email acceptable). You may withdraw the balance in your Account (excluding amounts that have not cleared your financial institution) by selecting one of the withdrawal options in the "Withdrawal" page of the Authorised User Site, or by using your Card at any ATM. The Withdrawal may be subject to applicable fees.

9.2 Any funds which remain unclaimed for a period of six years following the termination of an Account, shall expire and be forfeited.

9.3 Our compliance with the Withdrawal request is conditioned on successful completion of all identity and security validation and verification inspections.

9.4 If your Account is not active for a consecutive period of 60 months, we may close the Account. Please see section 14.5 for more details.

9.5 Termination of these Customer Terms will terminate your Account. We will provide you with a two (2) months' notice prior to such termination. If the Customer Terms become unenforceable or if we are required to terminate them by law or administrative order, we will terminate them and close your Account without prior notice.

9.6 Notwithstanding the above, we may, at our sole discretion, restrict your access to the Account or limit any of your rights as an Authorised User, if we have found that you have within any of the circumstances stated in the "Account Violations" (See 4.4).

9.7 Unless prohibited, we will notify you of the termination of your Account and will return to you any undisputed funds, provided they are not related to the Violation which led to your Account's restriction or termination.

9.8 If an Account has been closed, for any reason, you will not be able to perform any Transactions. You will be liable to pay all amounts which may have been incurred prior to the closing of the Account (including, Transactions, Payments, fees, etc.). This obligation shall survive the termination of these Customer Terms.

## **10.0 Applying for Cards and wearables (fobs, watches and similar) and their pricing and usage**

10.1 You may apply for Cards and wearables once your Account has been verified (see section 10.1.2). Wearables are available in the EEA area. This list may be amended by us from time to time without prior notice.

10.1.2 In order to apply for a Card or wearable, you will need to "verify" your Account by verifying your identity by providing a valid ID document and confirming other personal details as required by us. We may use third parties to obtain this information, which may also contain credit checks, on our behalf. You agree to us applying reasonable discretion in using and sharing relevant personal data to conduct such identity and verification checks.

10.1.3 If you receive a Card, you must sign it as soon as you receive it.

10.1.4 There is a minimum amount required in your balance before you can order a card or wearable.

10.1.5 We reserve the right to refuse to issue you a Card or wearable at our sole discretion.

10.1.6 The prices of cards and wearables are outlined in the fees section on our website.

## **11.0 Using your Card or wearable**

11.1 You can use your Card anywhere MasterCard® is accepted. You can use wearables wherever contactless is accepted. All Transactions made using your card and/or wearable are subject to:

- having sufficient funds in your Account;
- the Merchant or financial institution being able to verify that you have sufficient funds available in your Account; and
- the terms and conditions of the provider of the ATM or relevant financial institution (in addition to these Customer Terms).

11.2 We reserve the right to decline any transaction at our sole discretion. We shall not be liable in the event that a Merchant refuses to accept your Card or if we do not authorise a transaction, or we cancel or suspend use of your Card in accordance with these Customer Terms.

11.3 You must not make Payment or Withdrawal with your Card or wearable which exceeds the funds in your Account. If you cause your Account to go into a negative balance, we will take any steps necessary to enforce any actions against you in accordance with these Customer Terms.

11.4 Using your Card or wearable with certain Merchants may result in a "hold" on available funds in your Account. This is most common when dealing with car hire companies and hotels. They may estimate the total sum of money you might spend or for which you require authorisation. This estimate may exceed the amount you eventually spend or are charged. This means that some of the

funds on your Account may be held for up to 30 days (or 90 days for car hire companies) and accordingly, you will not be able to spend this sum during this period. We are unable to release such sum without consent from the relevant Merchant, which you must obtain from the Merchant.

## **12 Card or wearable Expiry, Loss and Damage**

12.1 Your Card is valid for the period stated on the face of the Card unless its use is cancelled earlier by you or us in accordance with these Customer Terms. Your wearable is valid for 5 years. Transactions will not be authorised once your Card or wearable expire or if they are cancelled.

12.2 Upon expiry of your Card or wearable, we will only automatically renew those that have been used within the 12 months prior to expiry. A charge will not be applied if they are automatically renewed.

12.3 If you so request, we will replace a Card or wearable which has been lost, stolen or damaged. If your Card or wearable has been lost, stolen or damaged, the first replacement will be issued for free. For further replacement, a fee will apply.

12.4 If you find your Card or wearable after you have reported it lost, stolen or damaged, you must inform us immediately.

## **13.0 Transactions**

13.1 To authorise a Transaction, you are required to enter your Account ID Information or your PIN or press a button affirming you consent to the Transaction (some Transactions may require providing your Account credentials and pressing "consent" buttons). You cannot revoke a Transaction after you have consented to it.

13.2 We may refuse to execute any Transaction under the following circumstances if:

- we reasonably believe that you did not give us the instruction;
- we reasonably suspect fraudulent activity;
- your instructions are unclear, incomplete, or not in the required form.
- we suspect that the Customer Terms have been violated;
- we need to do so in order to comply with the Card rules; or
- we are otherwise required to do so by law or any other appropriate regulatory body.

13.3 Merchants may not be able to authorise a Payment if they cannot obtain online authorisation from us (for example, if they are unable to access the internet)

13.4 We will not be able to recover funds sent incorrectly and you must ensure the details used as well as the amount are correct

13.5 Transactions are final and are not reversible except in the following circumstances and at our sole discretion:

- where we confirm there has been a Merchant error;
- where there is illegal activity involving your Account; or
- where you are in breach of these Customer Terms.

## **13.1 Unauthorised, Non-Executed or Incorrectly Executed Transactions**

13.1 If you have any indication or suspicion of your Account ID Information being lost, stolen, misappropriated, used without authorisation, or otherwise compromised, you are advised to change your password. You must contact Customer Service Centre without undue delay on becoming aware of any loss, theft, misappropriation, or unauthorised use of your Account ID Information. Any undue delay in notifying us may not only affect the security of your Account but may result in you being liable for any losses as a result. If you suspect that your Account was accessed by someone else, you should also contact the police and report the incident.

13.2 In the event of an unauthorised Transaction, or a Transaction which has not been executed or has been incorrectly executed by us, you must let us know without undue delay and in any case no later than 13 months after the debit date, by contacting the Customer Contact Centre. If requested to, you must also write to us within seven days to confirm the loss, theft or possible misuse.

13.3 Subject to section 20, you shall be entitled to a refund in the amount of an unauthorised Transaction or a Transaction incorrectly executed by us and, where applicable, restoration of your Account to the state it would have been in had the unauthorised or incorrectly executed Transaction not taken place, provided you have notified us of the Transaction in question without undue delay and in any case no later than 13 months after the debit date (save where we have failed to provide or make available the required transaction information to you). Any undue delay in making a notification may result in you being liable for any losses as a result.

13.4 Subject to section 20, you are liable up to a maximum of £35 (or the equivalent in the local currency) for any losses incurred in respect of an unauthorised Transaction arising from:

13.4.1 the use of your Account ID Information where these details have been stolen; or

13.4.2 where you have failed to keep your Account ID Information safe.

13.5 You will not be liable for any losses which arise after you have notified us that you believe any of your Account ID Information has been stolen or might be used in an unauthorised way, as specified in 13.

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

- you have acted fraudulently;
- you have compromised the security of your Account with intent or with negligence (for example by failing to comply with section 13); or
- you have provided any of your Account ID Information to another person who then uses those details to make a Transaction. In these circumstances, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop your Card or Account being used and to recover any monies owed as a result.

13.7 A recipient may decline to receive the Payment. In such a case, the Account will be credited in the amount of the Transaction and no fees will be charged.

13.8 If you receive funds into your Account that were not intended to be transferred to you, we will be entitled to remove these funds from your Account. We may be allowed to share your personal information with the paying payment service provider so that you can be contacted directly.

## **14.0 Fees**

14.1 Fees payable by you will be deducted from your Account balance and you hereby authorise us to do the same. Transaction fees will be charged when the Transaction is executed. Monthly fees

will be charged on the 20<sup>th</sup> of each month. If your Account balance is insufficient to cover the fees, we may refuse to execute the payment or suspend any benefit you are receiving. Reversal or chargeback fees will be deducted when incurred.

14.2 Details of the amount of the administration fee can be found on the fees page of the Website.

14.3 We reserve the right to change the fees from time to time, in accordance with the provisions of section 23.0 of these Customer Terms. Changes to the reference exchange rate shall apply immediately, without prior notice.

14.4 Additional fees may apply when using an ATM, by the ATM provider.

14.5 If your Account was inactive for a period of 12 months (“Account Inactivity”) we may charge an administration fee (“Inactivity Fee”). We will provide you with a notification one month in advance by email. The Inactivity Fee will be charged annually and will be deducted from the available funds in your Account. If there are insufficient funds in the Account, we will not charge the Inactivity Fee. For additional explanations, see the fees section on our website.

## **15.0 Currency Exchange**

15.1 When you register your Account, you have the option of choosing from a list of currencies, which will be the currency in which your Account will be denominated.

15.2 If you use your Card or wearable to make a Transaction in a currency other than the issue currency of your Card or wearable, then such a Transaction will be converted to the currency of your Card or wearable on the day we receive final settlement for the Transaction (typically 72 hours after you make the Transaction). You will receive an estimate of the converted amount at the time you make the Transaction, but this may be less, or more, than the final amount deducted from your Account due to exchange rate fluctuations. We will use authorised rates applicable for such a Transaction. A foreign exchange fee will also apply (see the fees section on our Website for further details).

15.3 If you apply for a Card or wearable in a currency that is different to the currency of your Account, all Transactions you make from your Account using your Card or wearable will incur a foreign exchange fee. Any Transaction you make in a currency which is different to both the currency of your Card or wearable and your Account, will incur an additional foreign exchange fee (e.g. you will be charged an exchange fee for the currency conversion from the Transaction currency into the currency of your Card and a further fee for the currency conversion into the currency of your Account). We recommend that you choose the same currency for your Card as the currency of your Account.

## **16.0 Chargebacks and Refunds**

16.1 You may exercise a right to chargeback, if applicable, only in cases of unauthorized use of your Account or a breach of these Customer Terms by MuchBetter. For the removal of doubt, you may not chargeback any Transaction for reasons outside the control of MuchBetter, including, but not limited to, disputes with Merchants. We reserve the right to charge you all the fees and expenses MuchBetter may incur which are associated with such chargeback.

16.2 We may, at our discretion, recover from you such amount which you decide to chargeback. We may do so by re-charging your credit card or bank account. This recovery shall not derogate from any other remedy we may have in accordance with these Customer Terms or any applicable law.

16.3 If you receive a refund for purchases made with your Card or wearable, the refund will be paid to your Account by the end of next business day. For legal reasons, you are not entitled to receive refunds in cash for Transactions made using your Card or wearable.

16.4 You must notify us of any dispute with a Merchant within 180 days of the purchase and chargeback will be applied to your Account if successfully secured from the Merchant through Card; Card (and not MIR) will determine who will win the chargeback. In case of false chargeback claim, we reserve the right to debit your account and charge you any fees we reasonably incur in pursuing the chargeback claim.

## **17.0 Rewards or Promotional Programs**

17.1 We may offer reward programs or other promotional programs from time to time ("**Promotions**"). Such Promotions will be subject to the specific Promotion rules. We reserve the right to cancel or amend the terms of any such Promotion at our discretion.

17.2 Authorised User participating in such Promotions must not be an employee, director, associate, agent, affiliate, relative or otherwise connected to the MuchBetter or any affiliate thereto.

17.3 The rewards are for personal use only. To the extent that a reward is not cash or credit to an Account, then the reward is non-exchangeable, non-transferable and no cash alternative is offered. Authorised Users are not allowed to sell the rewards or use them for any other kind of commercial purposes. We reserve the right to exclude Authorised Users who may be deemed to be abusing the rules of the Promotion and, if necessary, take further legal action.

17.4 Unless stated otherwise in the specific Promotion rules, rewards will be credited to the Authorised Users' account within 24 hours after completing all the applicable terms of the Promotion.

17.5 Rewards are subject to verification. MuchBetter may delay a reward for the purposes of investigation or for any other reason it deems appropriate.

17.6 All of the MuchBetter's decisions in relation to the Promotions are final and binding.

17.7 You shall not perform any of the following activities:

- a) Manipulate or abuse the Promotions including without limitation making fake and/or artificial deposits.
- b) Register an account using counterfeit, forged, imitated, stolen or otherwise altered identification documents.
- c) Register a new account or enter with multiple or fake emails addresses or accounts, use fictitious identities, or use any system, bot or other device or artifice to participate in the Promotion or receive a reward.
- d) Participate in the Promotion where doing so would be prohibited by any Applicable Regulations or local legislation in your jurisdiction.

17.8 MuchBetter may prohibit any Authorised User or new user from participating in the Promotions or receiving rewards, if it determines in its sole discretion that such user is attempting to

undermine the fairness, integrity or legitimate operation of the Promotion in any way by cheating, hacking, deception, or any other unfair practices.

17.9 CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTIONS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTIONS. SHOULD SUCH AN ATTEMPT BE MADE, MUCHBETTER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

17.10 MuchBetter reserves the right to cancel, modify, postpone, change, or suspend any Promotion at its sole discretion.

17.11 Some rewards may require sharing of personal data with third party suppliers. Personal data supplied during the course of this promotion may be passed on to third party suppliers only insofar as required for fulfilment of the prize. Any personal data shall be processed strictly in accordance with MuchBetter's privacy policy available at <https://MuchBetter.com/all/wp-content/uploads/sites/8/2019/03/MuchBetter-Privacy-Cookie-Policy.pdf>.

17.12 Some rewards may involve participation in publicity material related to the reward which may include the publication of the winners' names, age and image in any media (including social media).

17.13 In any case of a conflict between this section of the Customer Terms (Rewards or Promotional Programs) and any specific Promotion terms, the specific Promotion terms shall prevail.

## **18A E-Voucher Purchase**

18A.1 The App may offer Authorised Users to purchase digital discount coupons, credits, vouchers, gift cards (collectively: "**E-Voucher(s)**") in order to use them or deliver them to others ("**the eVoucher Service**").

18A.2 Authorised Users may choose to use the eVoucher themselves or forward it to other recipients.

If the Authorised User chooses to deliver the eVoucher to another person ("**Recipient**"), the Authorised User hereby warrants and represents that the Authorised User is solely responsible to obtain all required consents from the Recipient for the delivery of such eVoucher, including without limitation, the right to share the Recipient's data and personal information with MIR. Such consent is required for each separate delivery of an eVoucher to a Recipient.

18A.3 Authorised Users may purchase eVouchers with a Card or another credit card which is not associated with the Account.

18A.4 the purchase of an eVoucher may not cover additional costs associated with a purchase, such as delivery, customs duties, or fees. Each Authorised User is encouraged to carefully review specific terms of purchase made using an eVoucher.

18A.5 MIR disclaims any and all liability for any goods or services bought through the use of an evoucher purchased via the service;

MIR does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services purchased by an evoucher;

mir does not provide any warranty, representation, or user assurance that your use of the evoucher service shall be uninterrupted, timely, without delays, secure or error-free, or that any defects shall be corrected.

MIR makes no express warranties, guaranties or conditions to you with respect to the evoucher service except as set out in these terms of use, and all implied and statutory warranties and conditions, including without limitation any warranty or condition of fitness for a particular purpose are hereby expressly disclaimed except where implied or statutory warranties cannot be disclaimed by applicable law.

18A. 6 MIR may terminate the eVoucher Service at any time, without notice, at its sole discretion.

## **19.0 Keeping Your Account and Card Safe**

19.1 It is your responsibility to keep your Card or wearable safe. You must take all reasonable precautions to keep your Account Information confidential and secure. This includes ensuring the ongoing security of your Account Information and your device for accessing the Internet. You are required to change your passcode regularly and to use up to date virus, malware and spyware scanning software and firewall protection to reduce the risk of a security breach.

19.2 You will receive a PIN for your Card. You must always keep your PIN secret. You must not disclose your PIN to anyone including friends, family, or any Merchant. You must not write down your PIN anywhere. You must not use your PIN if someone else can see you typing it in.

19.3 If you suspect that someone else knows your Account Information, you must change your passcode immediately. If you forget your card PIN you can find the details in your Account. It is important you keep your Account safe and secure as it provides access to your card.

## **20.0 Privacy**

20.1 Our [Privacy Policy](#) forms part of these Customer Terms and you should review the policy prior to agreeing to these Customer Terms.

## **21.0 Warranties, Liabilities and Disclaimers**

21.1 You warrant and represent that:

- your use of the MuchBetter Service does not violate any laws or regulations;
- you will indemnify us from and against any costs, expenses and liabilities that might arise from your use of the MuchBetter Service or your Card in violation of any law or regulation, even after the termination of the relationship between the parties.

21.2 MIR warrants and represents that it:

- retains all intellectual property rights in the MuchBetter Service and any use by you of such intellectual property rights, is prohibited
- reserves the right to validate and verify any of the information that you provide to us with third parties at any time.
- disclaims any and all liability for any goods or services bought or sold by you that are settled through your use of the MuchBetter Service.

21.3 MIR does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by Authorised Users or Merchants;

21.4 Without limiting section 4, we shall make reasonable efforts to ensure that debits and credits to your Account are processed in a timely manner. It should be noted that there are some factors outside our control such as connectivity issues with third party suppliers planned and unplanned maintenances activities, periodic testing, repair, upgrade or outages which negatively impacts your ability to use your Card. We make no representations or warranties as to continuous, uninterrupted or secure access to the MuchBetter Service, which may be affected by factors outside our control.

21.5 We make no express warranties, guarantees or conditions to you with respect to the MuchBetter service except as set out in these Customer terms and all implied and statutory warranties and conditions, including without limitation any warranty or condition of fitness for a particular purpose are hereby expressly disclaimed except where implied or statutory warranties cannot be disclaimed by applicable law.

21.6 The MIR group, its agents or subcontractors, shall not be responsible for any claim, loss or damage suffered or incurred by you or any third party unless it has been caused as a direct result of our negligence or wilful misconduct; provided that under no circumstances shall the MIR Group, agents or subcontractors be liable for any claim, loss or damage caused or alleged to be caused by any of the circumstances detailed in the Liability section of our Website.

21.7 In no event shall we, our affiliates, holding companies, subsidiaries, agents or subcontractors be liable to you or any third party for any indirect, special, consequential, punitive, exemplary or incidental damages, whether based on negligence, wilful misconduct, tort, contract (including without limitation fundamental breach or breach of a fundamental term) or any other theory of law or for any damages for loss of data, loss of income, failure to realise expected revenues or savings, loss of profits or any economic or pecuniary loss.

21.8 You agree to indemnify us, our affiliates, holding companies, subsidiaries, agents and subcontractors from and against any and all claims brought by third parties against us, our affiliates, holding companies, subsidiaries, agents or subcontractors relating to your use of the MuchBetter Service in respect of all claims, losses, damages, expenses and liabilities whatsoever suffered or incurred by us, our affiliates, holding companies, subsidiaries, agents or subcontractors as a result of your breach of these Customer Terms. This provision shall survive termination of the relationship between you and us.

## **22.0 Complaints Procedure**

22.1 We refer you to our complaints procedure on our website which must be followed to initiate a formal complaint.

22.2 In the unlikely event that you remain unsatisfied with the outcome of your complaint You may contact the Financial Ombudsman Service by posting your complaint to:

- The Financial Ombudsman Services, South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone on 0800 023 4 567; or
- email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The Financial Ombudsman Service's website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

22.3 You agree to waive any right you may have to commence or participate in any class action suit or proceeding against us, our affiliates, holding companies, subsidiaries, agents and subcontractors arising out of or relating to any dispute, claim or error and you also agree to opt out of any class proceedings against us.

22.4 We encourage you to inspect your Account history online and to print or save a copy of all Transaction data for future reference. If your Account history shows transactions that you did not make or authorise, you must notify us immediately upon identification or suspicion, pursuant to section 6.6.1.

### **23.0 General**

23.1 These Customer Terms shall apply to all Authorised Users.

23.2 Section headings shall not affect the interpretation of these Customer Terms.

23.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

23.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

23.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

23.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

23.7 It is a condition of authorised use that you agree to these Customer Terms, which form a legally binding contract between you and us once you register to become a Member.

23.8 The following policies, as amended from time to time, are incorporated into and form part of these Customer Terms (and the term "Customer Terms" shall be deemed to incorporate such policies):

- [Non-Serviced Countries list](#)
- [Privacy Policy](#)
- [Complaints Policy](#)

23.9 The latest version of each of these policies is located on the Website for your reference. At the date of these Customer Terms each of these policies can be found at: <https://www.muchbetter.com>.

23.10 We may engage the services of one or more affiliates, holding companies, subsidiaries, agents or subcontractors in order to fulfil our obligations.

23.11 These Customer Terms shall be governed by the laws of England. All disputes arising out of or relating to these Customer Terms shall be resolved by the English Courts, except where European Union legislation requires a specific dispute to be resolved by the courts of another jurisdiction.

23.12 We may send communications and notices to you at the phone, email address or postal address you provided to us during the registration process (or as updated subsequently by you). Any and all communications and notices by either party under these Customer Terms by electronic communication, phone or email shall be deemed given on the day the email is sent, unless the sending party receives an electronic indication that the email was not delivered; and if by mail, shall be deemed given 10 business days after the date of mailing.

23.13 If any part of these Customer Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Customer Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

23.14 These Customer Terms and the policies referred to in section 15.8 constitute the entire agreement between us and you with respect to the MuchBetter Service and supersede and replace any and all prior agreements. In the event of inconsistency between this version of the Customer Terms and the version on the Website, the version on the Website will prevail.

23.15 Our delay or failure to exercise or enforce any right under these Customer Terms shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

23.16 The rights and remedies available to us in these Customer Terms are cumulative and are in addition to any other right or remedy available to us at law or in equity.

23.17 You may not transfer, novate, assign, subcontract, or delegate your rights, duties or obligations under these Customer Terms. We reserve the right to transfer and assign these Customer Terms, and you agree that we may assign any rights or novate any obligations hereunder, without your further consent.

23.18 No provision in these Customer Terms creates a partnership between you and us or makes either of us or you the agent of the other for any purpose. You have no authority to bind, to contract in the name of, or to create liability for us in any way for any purpose.

23.19 In the event these Customer Terms are available in a language other than English, all versions are legally binding; if there is any inconsistency between the English Language version and a translated version, the English Language version will prevail.

23.20 By creating an account you agree to have your card number stored and used for repeat top ups.

#### **24.0 Changes to the Customer Terms**

24.1 We may find it necessary to change the Customer Terms from time to time and we will notify you of any important changes by sending a push notification and text message to your registered phone number you registered with your Account and by posting notice of the changes on our Website with a link to the amended Customer Terms.

24.2 We will provide at least two (2) months' notice before the proposed changes come into effect, however changes that make these Customer Terms more favourable to you or that have no effect on your rights shall come into effect immediately if so stated in the change notice.

24.3 Changes to the MIR Exchange Rates shall come into effect immediately without notice (all transactions involving currency conversion are calculated based on the average daily interbank market rate published by a third-party foreign currency data provider (Xe.com) to which we add a fee as set out in the).

24.4 You may object to the changes by notifying us via email, before the changes come into effect. If you object to the changes, they will not apply to you. However, any such objection shall constitute a notice by you to terminate and close your Account. Your Account will be closed in accordance with the provisions of section 4.9 above.

## **25.0 Third Party Providers**

25.1 You can choose to allow a Third Party Provider (TPP) to access information on your account, to combine and display information about your account with information from accounts you have with other payment service providers, and, if applicable to your MuchBetter Card, to make payments for you from your account, provided the TPP is authorised by the UK Financial Conduct Authority (FCA) or another European regulator and you have given your explicit consent.

25.2 If you do, you must keep us informed of any incorrect or unauthorised transactions that happen, so we can take steps to stop further misuse of your payment instrument and arrange any refund you've been entitled to.

25.3 If you are thinking of using a TPP, it is important you check with the regulator whether it is authorised before you use it.

25.4 You can see FCA authorised firms at the following link on the FCA's register:

<https://register.fca.org.uk/s/search?q=900704&type=Companies> 25.5 We can refuse or stop access to a TPP if we are concerned it is not authorised or if we believe it is fraudulent or acting fraudulently. If that happens, we will contact you to explain why unless we believe that would compromise our security or it would be unlawful. This change will not affect any customers who do not use TPPs.

## **26.0 Emergency Contact**

26.1 We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat.

25.2 We will use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.

## **26.0 MuchBetter Support**

26.1 Our Customer Contact Centre is open 24 hours a day, 7 days a week. You can find contact details on the Website. A Lost and Stolen reporting service for Cards is also available 24 hours a day, 7 days a week, the details of which can be found on the back of your Card, or on the Website. You can

also freeze your card or wearable on the MuchBetter app. You will need the permission of the bill payer before making any telephone call. We may record any conversation you have with the Customer Contact Centre for training and/or monitoring purposes.