

## Smartcash Account Terms & Conditions

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

In these Terms & Conditions:

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

“You” means the parent account holder being the authorised users of the Smartcash account and prepaid Visa debit card.

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

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

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

Your Smartcash account and prepaid 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 Smartcash account and card may be distributed by a third party on our behalf.

### 1. What is a Smartcash account and card?

A Smartcash card is a prepaid 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. It is a youth account and card intended for use by a young person aged between 8 and 16 years of age only, with parental permission.

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

### 2. Who can apply for a Smartcash account and card?

You must be at least 18 years old and a UK resident to register for a Smartcash account. The card is for use by a young person between the ages of 8 and 16 years only. You can only apply if you are currently a member of a Credit Union.

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

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

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

You can apply only apply through your Credit Union.

Before we can open an account for you and issue you a card for your child we may require evidence of your identity and residential address and we may also need to carry out checks on you electronically.

### 5. How do I get started?

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

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

- by logging into your Smartcash account; or

- by calling our Customer Services team on +44 (0)333 202 3642 and choosing option 2.

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

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

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

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

If your child wants to change the PIN, they can do so at any ATM with the Visa logo in the UK. You can get a reminder of the PIN through your online account at [www.engageaccount.com](http://www.engageaccount.com), by mobile app or by calling Customer Services.

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

You may pay 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 (section 33). We reserve the right to refuse to accept any particular payment if we suspect any fraudulent activity or in the event of other exceptional circumstances.

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

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

You 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 your child:

- enters their PIN or provides any other security code;
- signs a sales voucher;
- provides the card details and/or any other details as requested; or
- waves or swipes the card over a card reader.

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

As soon as a transaction is authorised we will deduct the value of the 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;

### 9. Can I cancel a transaction I have made?

Generally, authorisation for a transaction may not be withdrawn by you or your child. 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?

The 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](http://www.visaeurope.com/en/Cardholders/exchange_rates.aspx).

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

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

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

- Pubs, bars and nightclubs
- Gambling, casinos and lotteries
- Cigar and tobacco stores
- Dating and escort services
- Massage parlours
- Automated fuel dispensers
- Inbound telemarketing companies

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

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

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

- information on the payee of each transaction;
- 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.

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 your child has 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 Smartcash card last?

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

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

You can only spend the money that is paid into your account. Limits also apply to daily ATM withdrawals, and other limits may be applied to the amount of spend and the number of transactions you can perform. See the Fees and Limits table (section 33) and 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 my child didn't make?

If you or your child dispute a transaction that has been processed on your card you should contact the merchant first as this may lead to the quickest resolution. If the dispute cannot be resolved with the merchant 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 or your child, provided you both have acted with reasonable care, kept the card secure, not disclosed the 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?

It is your responsibility to keep the card, PIN and security details secure at all times. You must explain the security requirements to your child. The card must be kept safe, no-one else but your child should use it. The PIN must be kept 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 on the mobile app, through logging onto your account at the website ([www.engageaccount.com](http://www.engageaccount.com)) or by contacting Customer Services.

## 17. What if my Smartcash card is lost or stolen?

If the Smartcash card is lost or stolen, or you suspect that someone else has found out the PIN or security details or is using it without your permission, you must tell us immediately by calling us or logging onto your account through the mobile app or website and notifying us. Your card will be cancelled immediately. We run a dedicated line for lost or stolen cards; the number is +44 (0) 333 202 3642 (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 your child, or either of 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 Smartcash 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 33)) 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 the Smartcash 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 in shops or online or by making ATM withdrawals. See the Fees & Limits table (section 33) for the fees that would apply.

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

- you are requesting redemption before termination or expiry of this agreement;
- you cancel this agreement before any agreed termination or expiry date; or
- you request redemption more than one year after the date of termination or expiry of this agreement.

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

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

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

Please also refer to section 29 below for the circumstances in which we do not give you a refund.

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

The card and associated account is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is

not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the card and associated account. We will however ensure that any funds received by you are held in a segregated account so that should we become insolvent your funds will be protected against claims made by our creditors.

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

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

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

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

You must let us know as soon as possible if you or your child changes 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 Credit Union, 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, [www.engageaccount.com](http://www.engageaccount.com). You should check our website regularly for such notices and changes.

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

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

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

## 28. What is our responsibility?

If we incorrectly deduct funds from your account, we will refund them. If 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, mobile app, website or account or the use of your card or account by any third party (unless otherwise required by law);
- for the quality, safety, legality or any other aspect of any goods or services purchased with your card.

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?

## Smartcash Fees

Fees and Charges	Value	Comments
Card Fee	£10	Cardholder must be aged 8 years to 16 years
Replacement Card	£4.95 Lost/stolen/damaged replacement card	Free replacement for expired cards. £4.95 for lost/stolen/damaged replacement.
Monthly Management Fee	No charge	There is no monthly fee for this account
Delivery times	Within 10 working days	
TRANSACTIONS/PURCHASES		
UK purchases	FREE	
European & International purchases	£1.00 plus 2% of the transaction value	Any transaction in a foreign currency will be converted into pounds. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website.
ATM Withdrawal UK*	£0.35	
ATM Withdrawal Europe* & ATM Withdrawal International*	£2.00 plus 2% of the transaction value	Any transaction in a foreign currency will be converted into pounds. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website.
Cashback Instore	Free	You can request up to £50 cashback at participating UK retailers when making a purchase.
ACCOUNT LOAD FEES		
Bank transfer	FREE (maximum £500)	Add funds to your Smartcash account by bank transfer from a UK bank account.
PayPoint	£0.50 + 2.5%	Maximum load amount of £249.
Credit Union	FREE (maximum £500)	Add funds to your Smartcash account by transfer from your Credit Union account.
OTHER FEES		
ATM balance enquiry	£0.10	Balance enquiries are FREE through your mobile app or by logging into your account online.
SMS Alerts**	£0.10	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 +44 (0)333 202 3642 are charged at standard geographical rates and will be included in mobile phone inclusive

		minute packages.
<b>Statements online (per 62 days)</b>	Free	
<b>Inactivity/dormancy fee</b>	Free	
<b>Administration Fees</b>	£5.00	Administration fee for instigating a chargeback on request of the Cardholder, transaction revocation, manually rectifying Cardholder errors or investigating shortfalls.
<b>Data subject access fee</b>	£10.00	Fee to provide information on your personal data held by us.
<b>Card cancellation fee</b>	FREE	When you cancel the agreement within the first 14 days and a card has already been ordered in your name.
<b>Redemption fee</b>	£2.00	When you request a funds transfer on closing of the account.
<b>LIMITS</b>		
<b>Maximum daily ATM withdrawal</b>	£50.00	
<b>Maximum balance</b>	£500.00	
<b>PayPoint pay in</b>	£249	
<b>Expiry</b>	36 months	The card is valid for 36 months and must be used within 3 months of expiry for an automatic replacement.

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 addition charges may apply to receive SMS information outside the UK.

Your Visa **Smartcash card and account** is issued by Contis Financial Services Ltd who is authorised by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900025) and is a member of Visa.

Please note that **Smartcash** prepaid 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.