

Last revised September 2017

These Terms of Use set out the agreement between you and MyBillsPay upon which the use of the App by you is permitted. The Terms of Use can be viewed at any time on our Website or in the App. You may only become a user with our agreement and must provide all the information requested on the Application, which forms a legally binding contract once you have opened an Account.

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

No reliance should be placed on any oral statements made either before or after entering into these terms. We accept no variations to these terms and conditions proposed by You save those expressly agreed us.

Your Account is provided by Stripe. The use of your Account and is also governed by the Stripe Terms and Conditions. By accepting our Terms of Use or by using your Account, you will be deemed to have accepted the Stripe Terms and Conditions. In the event of a conflict between these Terms of Use and the Stripe Terms and Conditions, the Stripe Terms and Conditions shall prevail. The latest version of the Stripe Terms and Conditions can be found in Stripe's website (www.stripe.com)

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1. Definitions

"Account" or "MyBillsPay Account" is what you can use as part of the MyBillsPay Service.

"Application" or "App" refers to the MyBillsPay smartphone mobile application which enables you to use the MyBillsPay Service.

"Authorise" or "Authorisation" means you allow a merchant or other third party to collect or initiate a payment from your Account.

"Passcode" is a password you need to create to secure your account and confirm certain actions on the App.

"Fees" are the amounts payable by You as stated in the Appendix to these Terms of Use.

"Limits" are usage restrictions which apply in relation to the MyBillsPay Service, including any which may be applicable to Your Account and any Virtual MasterCard, as stated in the Appendix to these Terms of Use.

"Transaction" means the completion of a transfer of funds from an Account holder to a merchant for goods or services purchased using the Credit or Debit card.

"MyBillsPay" is powered by the Fortyworks Consulting Platform. Fortyworks Consulting is a firm registered in Australia with ABN number 50169687068 and whose registered office is U24 47 Wentworth Ave, Westmead 2145 AUS.

"Fortyworks Consulting Terms and Conditions" are the terms and conditions entered into between you and Fortyworks Consulting governing the use of the Account as amended from time to time.

"MyBillsPay Service" is the entire service which the MyBillsPay app provides, including peer-to-peer transactions, topping-up e-wallets and withdrawing to bank accounts. Any possible action taken when logged in to the app is considered to be a part of the MyBillsPay Service.

"Peer-to-Peer Transaction" is the transfer of funds between two MyBillsPay Users which can be initiated by either party.

"Redeem" or "Redemption" is the withdrawal of any or all of the electronic money from your MyBillsPay Account to your verified bank account.

"User" "you" "your" refers to the individual holding the Account in accordance with these Terms of Use.

"Terms of Use" are the conditions (including any Appendices) of indefinite duration which govern your use of the App.

"Top up" or "top-up" is the purchase and placing of electronic money into your MyBillsPay Account.

"We", "us" or "our" means MyBillsPay.

"Website" refers to our online homepage at www.MyBillsPay.com

2. Important information

Your MyBillsPay Account enables you to hold stored electronic money, which can be accessed, managed and transacted through the App in the form of sent and received peer-to-peer payments, top-ups to fund the account and redemptions of these funds to your bank account. Your Account is issued to you by Stripe. Fortyworks Consulting operates the MyBillsPay Service but does not itself issue any e-money, operate any Account or any Virtual cards.

For general enquiries email support@MyBillsPay.com or by post to:

Fortyworks Consulting, U24 47 Wentworth Ave Westmead NSW 2145

3. General Information

You acknowledge that:

The Account is an electronic money product and it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Account.

When Stripe receives your funds for a transaction, they are transferred into a segregated account and safeguarded by Stripe until they are cleared for payout. If Stripe becomes insolvent, funds that you loaded into your Account will be protected for you against the claims of Stripe's creditors as they are held in a safeguarded account.

All communications shall be in the English language.

A person who is not a party to these terms shall not have any rights under or in connection with them.

We may record telephone conversations with you. All reasonable efforts are made to notify every person who is being recorded that recording is taking place.

These terms and any trade or contract made pursuant to these terms and any dispute arising hereunder shall be interpreted in accordance with English law and all disputes shall be heard in the exclusive jurisdiction of the court of Parramatta, New South Wales.

4. Our requirements

You must be at least 18 years old

You must not be in breach of any Terms of Use or otherwise have had access limited to your Account, or have had your Account closed by us.

You will promptly update your Account details on the App if your name, residential address, email address, phone number, payment card or bank account information changes.

You will not attempt to transfer funds either to or from a bank account that is not in your name.

Unless expressly agreed by us, you may not open more than one principal Account and we may close any or all of the Accounts of a User who has, or who we reasonably suspect has, multiple Accounts.

When you open an Account, you will register a username and a passcode.

You will need to set up a Passcode for your account to perform certain functions.

All Transactions where the correct Passcode have been entered will be regarded as valid, and we reserve the right to assume that a person entering the correct passcode is the rightful Account holder.

You will not permit any third party to use your account.

If you have any indication or suspicion that your Passcode, password or other security details are lost, stolen, misappropriated or otherwise compromised, you should change your password and contact us immediately by emailing support@MyBillsPay.com. Any delay in notifying us may result in you being liable for any losses.

You permit Fortyworks Consulting to obtain or receive funds on your behalf from your chosen payment source, plus applicable Fees, and then issue electronic money to your Account.

You should check all the Fees which apply to your use of the MyBillsPay Service. These are set out in the Appendix to these Terms of Use.

You understand that when using the MyBillsPay Service, you may be subject to applicable charges of your financial institution or bank. We cannot tell you the charges that may be levied by these parties, such information can be obtained directly from your financial institution or service provider.

You should cooperate in any investigation to confirm your identity or verify any information you provide us.

If you believe that an unauthorised Transaction was executed on your account, you must contact us without undue delay on becoming aware of it and within 7 days of the debit date. We will make

immediate efforts to trace the transaction and take appropriate action to resolve the issue. Depending on the circumstances, we may require you to complete a dispute declaration form.

You are fully responsible for the instructions you give MyBillsPay.

You are prohibited to use, reproduce, modify or distribute trademarks, trade names, logos, Website designs, text, content and graphics in relation to the App and the Website.

Any information provided by us to You is for information purposes only, and should not be relied upon as expert advice. No reliance should be made on any statements made on the MyBillsPay website, which may be out of date.

4.1 The Money Laundering Regulations 2007

As a firm using payment gateway services of a regulated institution, for the purposes of the Money Laundering Regulations 2007 we have certain responsibilities and obligations, these include but are not limited to identifying our clients and verifying that identity. Therefore, we may undertake electronic or automated searches or where necessary require you to provide physical evidence of such identity in the form of photographic identification and address proof.

You acknowledge and agree that any details provided to us regarding identity may be submitted to relevant information agencies for clearance.

You accept that such personal data will be processed for and on behalf of, or by us, in connection with these obligations. We do not conduct credit checks.

You agree to supply promptly the information reasonably requested by us.

You warrant that the information you give in relation to your identity is accurate and does not breach any laws or regulations.

We will not allow use of the App until we are satisfied as to your identity.

If at any time, we are not satisfied as to your bona fides we may, at our absolute discretion, withdraw your status as a user.

5. Using your Account

5.1 Opening your Account

By opening an Account, you will be able to, subject to identity, security validation and verification checks, limits and any applicable Fees:

Pay money to be credited to any Australian bank account other than your own.

Receive funds into your Account sent from the Accounts of other MyBillsPay Users.

5.2 Redemptions & Payouts

Provided that a hold has not been placed on the funds in your Account, your funds will get credited into destination bank account on a 3 working days rolling period, unless it is not the first time that you have done a transaction where in that case the payment will be credited on a 7 working days rolling period at par value in accordance with the Fortyworks Consulting Terms and Conditions by following the procedure set out in the withdrawal function of the App. To comply with regulations and for the safety of your Account we may require you to send us documents verifying your identity prior to allowing a payout of funds. A payout request will be regarded as authorised by you where you have both confirmed the payout request with your Passcode and satisfactorily fulfilled any identity verification requirements.

6. Closure, cancellation and suspension

6.1 Closure

You may close your Account at any time at no cost by contacting Customer Service. When your Account is cancelled, we will immediately block your MyBillsPay Account so they cannot be used. Even after your Account has been closed you will remain liable for all obligations relating to your Account. We will hold and continue to store the personal data associated including the history of your Peer-to-Peer Transactions and/or MasterCard Transactions, for a minimum period of six years from the date of closure of your account as required by law.

6.2 Cancellation

We may cancel these Terms of Use for any reason by giving you not less than two months' notice after which you will not be able to use the MyBillsPay Service. We may cancel these Terms of Use with immediate effect if you have:

Breached these Terms of Use, including a failure to pay Fees or charges that you have incurred or a failure to put right any shortfall.

If we cancel your Account or terminate these Terms of Use, you must tell us what you want us to do with any remaining funds in your Account so that Fortyworks Consulting can return the funds to a bank account held in the same name as the Account. We will need to verify your identity and bank account in order to satisfy Anti Money Laundering requirements before processing a Redemption of these funds. The electronic money in your Account will be available to you for a period of six years from the date of

termination, after which point it will be forfeited, in accordance with the Fortyworks Consulting Terms and Conditions. We reserve the right to charge Account management fees for this period.

6.3 Suspension

At our discretion, we may limit access to your Account, placing a hold on funds in your Account for legal, regulatory or security reasons including, but not limited to the following circumstances:

You are in breach of these terms of use.

We have reasonable grounds to believe that your Account has been used in connection with an unauthorised payment card or bank account.

You have abused the reversal or Chargeback process provided by your bank.

You refuse to cooperate in an investigation or to provide adequate confirmation of identity or other identity or security information when requested.

Your Account has been used or allegedly used in or to facilitate fraudulent or other illegal activity.

You fail to comply with money laundering or terrorist financing investigations conducted by government authorities, agencies or commissions.

In the event that we suspect you are engaging in any activity referred to above we reserve the right to contact third parties and disclose details of any prohibited activities, in accordance with our Privacy Policy, and/or take legal action against you.

6.4 Duplicate Accounts

Duplicate accounts are prohibited on the MyBillsPay and will involve one/both/all of the accounts being locked depending on the situation. 'Duplicate' accounts can apply to multiple accounts with the same/a sufficient amount of matching personal information or one user operating more than one account. MyBillsPay reserves the right to close accounts on suspicion of either circumstance.

7. Prohibition on use

You may not use the app for activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes.

You may not use the app for sending unsolicited communications of specific or mass messaging (spam).

8. Disclaimers

8.1 Warranties

We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or your local mail service. We make no representations or warranties as to continuous, uninterrupted or secure access to the MyBillsPay Service, which may be affected by factors outside our control, or may be subject to periodic testing, repair, upgrade or maintenance.

8.2 Legality

We assume that prior to opening your Account, you have determined that doing so is not a violation of any law or regulations in your country of residence and jurisdiction. You warrant that you are not violating any laws or regulations by your use of the MyBillsPay Service and you agree to indemnify MyBillsPay, its affiliates, subsidiaries, agents and subcontractors, from and against any and all liability that might arise from your use of the MyBillsPay Service in violation of any law or regulation.

8.3 Affiliates

Neither us nor any of our affiliates, subsidiaries, agents or subcontractors shall 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. Under no circumstances shall we, our affiliates, subsidiaries, agents or subcontractors be liable for any claim, loss or damage caused or alleged to be caused by any of the following:

Errors made by you or another user such as making a Peer-to-Peer Transaction to an unintended person or sending or requesting an incorrect amount.

Use of your Account by another person who passes all identity and security validation and verification checks.

Any fraud or misrepresentation made by a User, even if the user passes all identity and security validation and verification checks.

Delays, losses, errors or omissions caused by the failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system.

Interception or seizure compelled by law.

Any abnormal or unforeseen circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary.

8.4 Consequential Loss

In no event shall we, our affiliates, subsidiaries, agents or subcontractors be liable to you or any third party for:

Business interruption, loss of revenue, goodwill, opportunity or anticipated savings.

Any loss or damage whatsoever which does not stem directly from our breach of these Terms of Use.

8.5 Duties and Taxes

We disclaim any and all liability for any goods or services bought or sold by you that are settled through your use of the MyBillsPay Service, including any charges, taxes or other duties in relation to such goods or services.

9. Data Protection

We are the data controller of personal data given to us in connection with your Account. We may check all personal information given by you with credit reference or fraud prevention agencies and other

organisations, we may perform a search of your credit file in order to verify your identity. The credit agencies may keep a record of your information and the searches made. For more information on how we handle data see the Privacy Policy in the Appendix to these Terms of Use.

10. Changes to these Terms of Use

We may find it necessary to vary these Terms of Use from time to time and will notify you at least two months in advance of the date on which the changes are due to take effect. We will notify you on our website about such variations. Your continued use of the MyBillsPay Service shall constitute an acceptance of any amendments to these Terms of Use. The Terms of Use will show the most recent revision date.

Should you wish not to be bound by any revision to the Terms of Use, you must tell us that you do not agree to the change within the two months otherwise you will be deemed to have accepted the new Terms of Use. In that event, we will treat that notice as notification that you wish to terminate the Terms of Use at the end of the two months' notice, at which point we and Fortyworks Consulting will close your Account and refund any funds owed to you. You have the right to terminate the Terms of Use immediately and without charge within the two months' notice period.

Appendix

I. Fees and Limits

II. MyBillsPay Privacy Policy

III. MyBillsPay Complaints Policy

I. Limits and fees

General account limit £2,200 Account fees n/a

Top-up

Minimum £5

Maximum £80

Annual limit £2,200

Peer-to-Peer transaction

Minimum £0.01

Maximum £400

Annual limit £2,200

Virtual MasterCard transaction

Minimum £0.01

Maximum £2,200

Annual limit £2,200

Transfer to bank

Minimum £5

Maximum £800

Annual limit £800

II. MyBillsPay Privacy Policy

The information we collect via our App or from visits to our Website generally falls into the following two categories: Personally Identifiable Information and Non-Personally Identifiable Information. Your bank account or payment card information will be used solely by MyBillsPay and Fortyworks Consulting for the processing of such transactions and for no other purpose whatsoever. We do not sell, trade, or rent to others the identifiable information we collect.

1. Personally Identifiable Information

This refers to information that lets us know the specifics of who you are. The Personally Identifiable Information We collect may include your name, residential address, phone number, e-mail address, employer, bank card number, bank card expiration date, shipping address, ID numbers, login names, passwords, public postings, prospect email address, and job title. We request Personally Identifiable Information when you order a product or service, participate in certain promotional activities, fill out surveys, and correspond with us. We also collect Personally Identifiable Information when you ask that we send products or information directly to other people; in these cases, we will collect the information you submit about the recipient.

2. Non-Personally Identifiable Information

This refers to information that does not by itself identify a specific individual. The non-personally identifiable data we collect may include the URL of any website that you came from before visiting our Website, the pages you visit on our Website, the URL you next go to, the browser you used to come to our Website, your internet protocol address, any search terms entered on our Website and the IP address of the server through which you are contacting us.

Our primary goals in collecting information are to provide customers with superior service and to provide all visitors a smooth, efficient, and personalised experience while using our services. For example, if you purchase products or request information, we may use your Personally Identifiable Information to fill your order or provide the requested information. We use non-personally identifiable information on an aggregated basis to analyse customer behaviour to help us understand how visitors use our services and to measure interest in the various services. We use this information to improve the content of our services, to make our services easier to use, and to customise our advertising.

3. Legal Requests

From time to time, we may be required to provide personally identifiable information in response to a court order or government investigation. We also reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful. We may release certain Personally Identifiable Information when we believe that such release is reasonably necessary to enforce or apply our Terms of Use or to protect the rights, property, and safety of others and ourselves.

4. Mergers

MyBillsPay or its related entities could merge with or be acquired by another business entity or their respective assets could be acquired. Should such a merger or acquisition occur, you should expect that MyBillsPay would share some or all of your personally identifiable information to continue serving you and other Users of our services.

5. Errors and Changes

You can access, review and/or correct all your personally identifiable information that we collect online and maintain as described above. We use this to better safeguard your information. You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

6. Cookies

A cookie is a small data file transferred by a website to your computer's hard drive. We may send cookies when you surf our Website, make purchases, respond to online surveys or polls, or request information. Accepting the cookies does not give us access to your personally identifiable information, but we can use the cookies to identify your device. The aggregate information collected permits us to analyse traffic patterns on our services. This can enable us over time to provide you with a better experience on our services by improving the content and making it easier to use. For example, cookies can keep track of what you have selected to purchase as you continue to shop and allow you to enter your password only once on pages where a login is required. A list of all cookies we are using at our Website can be found at <http://www.MyBillsPay.com/cookies-policy>.

7. Browsers

Internet Explorer automatically accepts cookies, but you can refuse cookies, or selectively accept certain cookies, by adjusting the preferences in your browser. If you turn off cookies, though, most features of our services will not be available to you. You can find information on the relevant browser and how you can adjust it to control cookies.

Parts of our service may contain links to third-party sites for your convenience and information. If you use these links, you will leave the MyBillsPay site. When you access a non-MyBillsPay site, please understand that we do not control the content and are not responsible for the privacy practices of that site. We suggest that you carefully review the privacy policies of each site you visit. This online privacy statement does not cover the information practices of those sites linked to our services. These other sites may send their own cookies to Users, collect data, or solicit personal information.

8. Changes

If there are changes or additions to the terms of this Privacy Statement, we will post those changes here so that you will always know what information we collect, how we use it, and what choices you have. Please be sure to check this page before proceeding to use our services. Regardless of any changes we make to our Privacy Statement, we will always use your personally identifiable information in accordance with the version of the statement in place at the time you provided your information, unless you give your express consent for us to do otherwise.

III. MyBillsPay Complaints Policy

1. Introduction

MyBillsPay is committed to providing a high standard of service to all members on every occasion. Occasionally, however, we may not live up to your expectations.

If you have a complaint about any aspect of the service provided to you by MyBillsPay then we would like to hear from you. You can contact us by e-mail via the App and the Website to complaints@MyBillsPay.com. We have established an internal complaints procedure to make sure that your complaint is handled efficiently. Contact details are provided at the end of this document.

We take your comments seriously. They allow us to improve our service to you and help us to improve our products and services to all our Account holders. If you think that we could have served you better then please let us know.

2. Information we ask for

In order to make sure that your complaint can be investigated and resolved as quickly as possible we need to understand exactly what the problem is - the more information you can give us the better. Please provide us with the following:

Your name, address and Account number

A clear description of your concern or complaint

What You would like us to do to put it right

Copies of any relevant documents (for example emails sent by or to you)

An email address and a daytime telephone number where we can contact you

3. What we will do

Sometimes we won't be able to resolve your complaint or concern immediately. If we can't and if we have not already contacted you with our proposal for resolving it, we will:

Acknowledge immediately by email that we have spoken to you and that your complaint has been passed on to the complaints team

Acknowledge your complaint by email within 5 working days

Let you know who will handle your complaint, and how you can contact them.

If your complaint is complicated it could take longer to resolve. If this is the case we will keep you informed of progress as we continue our investigations. We will aim to resolve your complaint within eight weeks. However, if we cannot do this, we will email you an update at that time to explain what's happening, and to let you know when we expect to resolve your complaint. At this time we will also inform you of your rights to refer your complaint to the Financial Ombudsman Service (FOS).

MyBillsPay tries to resolve all complaints as quickly as possible, and to the satisfaction of our members. If you are not satisfied with the outcome of your complaint then you should get in touch directly with the person who has handled it. They will agree with you what next steps can be taken.

4. MyBillsPay Complaints Procedures

If you would like a copy of MyBillsPay Internal Complaints Handling Procedures you can request it from complaints@MyBillsPay.com.

5. Financial Ombudsman Service

If, at the end of the MyBillsPay procedures or after eight Weeks, you are still unhappy then you can request a review from the UK's Financial Ombudsman Service (FOS). The FOS was established to perform independent reviews on any eligible complaints made by Account holders which companies like MyBillsPay are unable to resolve to the consumer's satisfaction.

MyBillsPay will inform you of your eligibility to refer your complaint to the Financial Ombudsman Service. We will also provide you with a copy of the FOS' explanatory leaflet and the relevant contact details or you may contact the Financial Ombudsman Service directly at:

The Financial Ombudsman Service

Exchange Tower

London, E14 9SR

Telephone: +44 845 080 1800

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

6. Contact us

If you have any general questions please contact the MyBillsPay Customer Support team via their dedicated email: support@MyBillsPay.com. If you contact the support team please leave a message including:

Your MyBillsPay account user name

Your full name

Your mobile phone number

A brief message describing your question or enquiry

Your prepaid card terms and conditions

These terms and conditions apply to your prepaid card.

You must read these terms and conditions carefully. By using your card you will be deemed to have accepted these terms and conditions. If you do not accept these terms and conditions, you should not use your card.

Your card is issued by Fortyworks Consulting Financial Services Limited (registered number 4478861), compass house, Vision Park, Chivers Way, Histon, Cambridge, cb24 9BZ. Fortyworks Consulting Financial Services limited is an electronic money issuer regulated by the financial conduct authority under registration number frn: 900015. Your card is not transferable.

If you have any queries or complaints, please contact customer services (see details below).

1. Definitions

"Account" means the electronic money account held by You with Us and to which Your Card is linked.

"Card" means the MasterCard® MyBillsPay virtual prepaid card issued to You under these Terms and Conditions.

"Customer Services" can be contacted on:

Email: support@MyBillsPay.com, Available 9 a.m. to 6 p.m. (UK time), Monday to Friday (excluding public holidays in the UK)

Post: Fortyworks Consulting, 5-7 Tanner Street, London, SE1 3LE

Lost or Stolen Cards: Chat function (in the MyBillsPay App)

Available 24 Hours, 7 Days a Week

"Passcode" means the passcode created by You using the MyBillsPay App.

"Fees Table" means the table of fees and charges (if any) applicable to the Card as set out in the MyBillsPay Terms of Use

"MasterCard®" means MasterCard International of New York or its successors or assigns.

"Merchant" means the completion of a transfer of funds from an Account holder to a merchant for goods or services purchased using the Virtual MasterCard.

"MyBillsPay" is powered by the Fortyworks Consulting Platform. Fortyworks Consulting is a private limited company registered in England and Wales with company number 08649018 and whose registered office is 130 Shaftesbury Avenue, London W1D 5EU, UK. Fortyworks Consulting is an Electronic Money Institution authorised and regulated by the Financial Conduct Authority with reference number 900524.

"MyBillsPay App" means the MyBillsPay smartphone mobile application."

"MyBillsPay Terms of Use" means the terms of use entered into between You and MyBillsPay for the use of the MyBillsPay App."

"Terms and Conditions" means these terms and conditions together with the Fees Table and any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

"Transaction" means any purchase of goods and/or services (as appropriate) completed by You using Your Card, or any action which alters the balance of Your Account.

"Us" or "We" or "Our" means Fortyworks Consulting Financial Services Limited or (where applicable) MyBillsPay acting on behalf of Fortyworks Consulting Financial Services Limited.

"Website" means www.MyBillsPay.com.

"You" or "Your" means the person entering into these Terms and Conditions with Us.

2. Fees

2.1. Your use of Your Card is subject to the fees and charges set out in the Fees Table. These fees and charges are part of these Terms and Conditions. Any or all of these fees/charges may be waived or reduced at Our discretion. Our fees/charges may change over time, if so We will notify You in advance of such changes in accordance with Section 3.1. Your banking provider may charge a fee for the transfer of funds. Any such fees would be in addition to the fees set out in the Fees Table.

2.2. Fees and charges will be paid from Your Account at such time they are incurred.

3. These Terms and Conditions

3.1. We may change these Terms and Conditions including without limitation changing existing fees or introducing new fees, from time to time. We will provide You with at least two months' notice before the proposed change comes into effect, however changes that (i) make these Terms and Conditions more favourable to You or that have no adverse effect on Your rights or (ii) relate to exchange rates shall

come into effect immediately if so stated in the change notice. All such changes will be posted on the Website and such other means We agree with You.

3.2. The up-to-date version of these Terms and Conditions will be posted on the Website. You should check the Website regularly so that You can see the latest version. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.

3.3. You will be taken to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and We will refund the balance on Your Account. In this circumstance You will not be charged a refund fee.

3.4. In the event of a conflict between these Terms and Conditions and the MyBillsPay Terms of Use, these Terms and Conditions shall prevail.

4. Scope of these Terms and Conditions

4.1. These Terms and Conditions govern Your use of Your Card and your electronic money. The funds for all Transactions are held in Your Account and no interest will be paid on these. When You make a Transaction using Your Card the value of the Transaction plus any associated fees payable will be deducted from Your Account and used to complete the Transaction.

4.1. These Terms and Conditions govern Your use of Your Card and your electronic money. The funds for all Transactions are held in Your Account and no interest will be paid on these. When You make a Transaction using Your Card the value of the Transaction plus any associated fees payable will be deducted from Your Account and used to complete the Transaction.

5. Cards issuance

5.1. To use a Card You must be at least 18 years old. Before We can issue You a Card We will need to know some information about You. We will check Your identity and where You live. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However, a credit check is not performed and Your credit rating will not be affected.

5.2. We reserve the right to refuse to issue You a Card.

5.3. If You have any problems with Your Card please contact Customer Services.

6. Loading your Account

6.1. Funds can be loaded in to Your Account by You by using a UK debit card. A fee may be charged to load Your Account; see the Fees Table for details.

6.2. Limits apply to the number of times Your Account may be loaded in a day. Minimum and maximum load limits also apply; these are set out in the MyBillsPay Terms of Use. We reserve the right to refuse to accept any particular load transaction.

7. Use of your Card

7.1. You can use Your Card to purchase goods and services anywhere online where MasterCard is accepted.

7.2. There are spending limits for the use of Your Card, please see the MyBillsPay Terms of Use for details.

7.3. We reserve the right to decline any Transactions at Our discretion.

a. We may at any time suspend, restrict or cancel Your Card or Account or refuse to issue a Card for reasons relating to the following:

- i. We are concerned about the security of Your Card or Account;
- ii. We suspect Your Card or Account is being used in an unauthorized or fraudulent manner;
- iii. We need to do so to comply with applicable laws, regulations or MasterCard rules; or
- iv. You break an important part of these Terms and Conditions or repeatedly break any term in these Terms and Conditions and fail to resolve the matter in a timely manner; or

b. If We take any of the steps referred to above in Section 7.3a., We will tell You as soon as We can or are permitted to do so either before or after We have taken such steps. We may re-activate Your Card or Account if after further investigations We believe that the relevant circumstances no longer apply or exist.

c. We may also decline to authorise a transaction:

- i. if We suspect Your Card or Account is being used in an unauthorised or fraudulent manner;
- ii. if sufficient funds are not loaded on Your Account at the time of a Transaction to cover the amount of the Transaction and any applicable fees; or
- iii. if We believe that a Transaction will break the law;

d. If We refuse to authorise a Transaction, We will, if practicable, tell You why immediately 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. 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 if We cancel or suspend use of Your Card or Account. Unless otherwise required by law, We shall not be liable for any loss or damage You may suffer as a result of Your inability to use Your Card for a Transaction.

7.4. You must not spend more money on Your Card than You have in Your Account. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction. If this occurs You must pay the overspend to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You.

7.5. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any other Cards the You hold with Us or from any other payment instrument You designate to Your Account and against any funds which You subsequently paid into Your Account. We may suspend Your Card and any other Cards connected to You until we are reimbursed the overspend amount.

7.6. In certain sectors, Merchants such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You may spend or for which You require authorisation. The estimate may be for greater than the amount You spend or are charged, for example:

a. at restaurants You may be required to have a maximum of 20% more on Your Card than the value of the bill to allow for any service charge added by the restaurant;

b. at “pay at pump” petrol pumps (if applicable) You may be required to have an amount equal to the maximum Transaction value permitted at the pump in Your Account.

This means that some of the funds on Your Account may be held for up to 30 days until the Merchant has settled the Transaction amount and accordingly, You will not be able to spend this estimated sum during this period. We cannot release such sum without authorisation from the Merchant.

7.7. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash.

7.8. We accept no responsibility for the goods or services purchased by You with Your Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card to make a purchase, We cannot stop that Transaction. However, where You have used Your Card to buy goods or services You may have a claim against the Merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier’s description. You must notify Us of any dispute within 60 days of the purchase and the chargeback will only be applied to Your Account if successfully secured from the Merchant. If You wrongly make a chargeback claim, We will be entitled to charge You any fees We reasonably incur in pursuing the chargeback claim and We will be entitled to debit Your Account with the amount of any such fees.

7.9. Authorising Transactions:

a. A Card Transaction will be regarded as authorised by You where You authorise the Transaction by following the instructions provided by MyBillsPay and/or the Merchant to authorise the Transaction, including:

- i. entering your Passcode in the MyBillsPay App; and
- ii. providing the Card details and/or providing any other details as requested.

b. Authorisation for a Transaction may not be withdrawn (or revoked) by You after the time We have received it. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as notice was provided no later than the close of business on the business day before the transaction was due to take place. We may charge You a fee if a transaction is revoked by You under this Section (see the Fees Table for details).

7.10. We reserve the right to apply a monthly maintenance charge. If we do, the amount will be set out in the Fees Table. You are responsible for all Transactions and fees charged to Your Account.

8. Transactions made in foreign currencies

If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currency of Your Account, then such Transaction will be converted to the currency of Your Card on the day We receive details of it. We will use MasterCard[®] authorised rates applicable for such a Transaction see www.mastercard.com/global/currencyconversion. A foreign exchange fee will also apply (see the Fees Table for details).

9. Disputed Transactions

9.1. You may be entitled to claim a refund in relation to Transactions made using Your Card where:

- a. the Transaction was not authorised under these Terms and Conditions;
- b. We are responsible for a Transaction which was incorrectly executed and notified to Us in accordance with Section 14 below;
- c. a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction. However a claim for a refund in this circumstance will not be accepted if the amount of the Transaction was made known to You at least 4 weeks before the Transaction date or if the claim is made more than 8 weeks after being debited to Your Account;
- d. We were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date of such Transaction.

9.2. If any of the above circumstances apply, You should contact the Merchant first as this may lead to a quicker resolution of the dispute. You can also ask Us to investigate the Transaction or misuse of Your Card. We will immediately process a refund of the amount of the disputed Transaction. We may need more information and assistance from You to carry out such investigation.

9.3. If We refund a disputed Transaction to Your Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Account, We shall deduct the amount of the disputed transaction from the funds in Your Account. If there are no or insufficient funds then the provisions regarding overspend on Your Account (see Section 7.5 will apply) will apply.

9.4. If Our investigations discover that the disputed transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Fees Table for details).

10. Card expiry and new cards

10.1. Cards are valid for a period of 72 months from the date of issue. The expiry date of Your Card is displayed on the image of the Card in the MyBillsPay App. You will not be able to use Your Card once it has expired. We reserve the right to decline to issue a replacement Card.

10.2. If You do not request, nor have we provided you with a new Card following expiry of Your Card, any funds remaining in Your Account will remain for a period of six years from the Card expiry date or, if later, the date on which Your Account is closed. Your Account may be subject to a monthly maintenance charge (see Fees Table for details). You may contact Customer Services to request Your funds be returned to You at any time within the six year period. The funds cannot be provided to you in the form of cash (notes and coins). Any funds remaining in Your Account after six years will not be refunded.

10.3. Your Card is valid for the period stated on the image of the Card displayed in the MyBillsPay App, unless its use is terminated earlier by Us or You in accordance with these Terms and Conditions.

11. Refunds

11.1. If You receive a refund of sums paid for goods and services on Your Card, the refund amount will be added to the balance in Your Account.

12. Keeping your card safe

12.1. You must keep Your Account and Your Card safe. Your Account and Card are personal to You and You must not allow anyone else to use them. You must take all reasonable precautions to prevent fraudulent use of Your Account and Card.

12.2. You will be required to create an Passcode for Your Account and Card and You must keep Your Passcode safe. This means that when You create Your Passcode You must memorise it. You must keep Your Passcode secret at all times. You must not disclose Your Passcode to anyone including friends, family or Merchant staff.

12.3. If You suspect that someone else knows Your Passcode, change it as soon as possible by following the instructions within the MyBillsPay App.

13. Liability

13.1. If You know or suspect that Your Passcode is known to an unauthorised person, or if You think a Transaction is unauthorised or has been incorrectly executed You must tell Us without delay by contacting Customer Services. If You know or suspect Your phone is lost or stolen You must contact Customer Services straight away.

13.2. Subject to section 13.3, Your maximum liability for any unauthorised Transactions on Your Card is £50, unless our 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 Passcode secure or by failing to notify Us without delay on becoming aware of the unauthorised use of Your Card), in which case You will be fully liable for any loss We suffer resulting from the use of the Card.

13.3. You will not be liable for any losses incurred in respect of an unauthorised Transaction if You have exercised reasonable care in safeguarding Your Account and Passcode and any other log-in details from risk of loss or theft and, upon becoming aware of an unauthorised Transaction or the loss or theft of Your phone or Passcode or other log-in details, you notified Us promptly. Once You have notified Us of the loss, theft, misappropriation or unauthorised use of Your phone, Account, Card, Passcode or other log-in details and, provided You have not acted fraudulently or with gross negligence, We will refund the amount of any Transaction that occurs which Our investigations show were not authorised by You.

13.4. We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You using Your Card and to recover any monies owed as a result of Your activities.

13.5. Our liability to You under these Terms and Conditions shall be subject to the following exclusions and limitations. We will not be liable for any loss arising from:

- a. a Merchant refusing to accept Your Card; or
- b. any cause which results from abnormal or unforeseen circumstances beyond Our reasonable control or which would have been unavoidable despite all Our efforts to stop it; or
- c. Us suspending, restricting or cancelling Your Card or refusing to issue or replace it if We suspect Your Card or Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in these Terms and Conditions;
- d. Our compliance with any applicable laws, regulations or MasterCard rules;
- e. loss or corruption of data unless caused by Our willful default/wrongdoing.

13.6. Unless otherwise required by law or as set out in these Terms and Conditions, We will not be liable to You in respect of any losses You or any third party may suffer in connection with the Card as a result of Our actions which were not a foreseeable consequence of Our actions.

13.7. We will not be liable for the goods or services that You purchase with Your Card.

13.8. From time to time, Your ability to use Your Card may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to

a. access funds in Your Account with Your Card; and/or

b. use Your Card to pay for purchases; and/or

c. obtain information about the funds available in Your Account and/or about Your recent Transactions.

13.9. Where sums are incorrectly deducted from Your Account Our liability shall be limited to payment to You of an equivalent amount.

13.10. In all other circumstances Our liability will be limited to repayment of the amount of the funds in Your Account

13.11. Nothing in these Terms and Conditions will exclude or limit Our liability for death or personal injury or to the extent that it cannot otherwise be limited or restricted by law.

14. Lost or stolen cards and unauthorised transactions

14.1. You should treat the value in Your Account like cash in a wallet. If Your phone is lost or stolen or there is unauthorised use of Your Card, You may lose some or all of the value on Your Account in the same way as if You lost cash.

14.2. If You believe that any Transaction posted to Your Card is unauthorised, has been posted in error or is otherwise incorrect, You must also let Us know immediately by contacting Customer Services. We may require You to provide details of Your complaint in writing.

14.3. You may be required to help Us, Our agents or any enforcement agency, at Our request, if Your phone is lost or stolen or if We suspect Your Card is being misused.

14.4. If Your phone and hence Your Card are reported lost or stolen We will cancel the Card and may issue a new one. A fee may apply (please see the Fees Table for details).

14.5. No refund will be made until any investigation that We need carry out is complete. We reserve the right not to refund sums to You if We believe that You have not acted in accordance with these Terms and Conditions.

15. Statements

15.1. You can view Your Account balance and Transactions in the MyBillsPay App at any time. You are responsible for keeping Your log on details secret. If You believe someone else is using Your log on details on or may know it You must contact Customer Services immediately.

16. Cancellation, termination and suspension

16.1. You may cancel Your Card and Account up to 14 days after You receive Your Card ('the Cancellation Period'), without reason, by contacting Customer Services. We will not charge You a cancellation fee. We will require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions. Any purchase price of the Card will not be refundable.

16.2. Depending on the method by which You choose to have Your remaining Account balance refunded, a fee may be charged which will be deducted from the balance of Your Account (see the Fees Table for details).

16.3. You may cancel Your Card, or at any time and without penalty i. during the Cancellation Period (see Section 16.1 above) or ii. if You disagree with a charge we intend to make to these Terms and Conditions. You may also cancel Your Card at any time, for any reason however a cancellation fee may apply (see the Fees Table for details).

16.4. To cancel Your Card You must notify Customer Services. You will be responsible for any Transaction You have made or charges incurred before You cancelled Your Card. Once We have been notified by You, We will block the Card straight away so it cannot be used.

16.5. We can terminate Your Card at any time if We give You 2 months' notice and refund any remaining funds to Your nominated bank account.

16.6. We can suspend or terminate these Terms and Conditions with You and Your use of Your Card immediately if i. You have not complied with these Terms and Conditions, or ii. if We have reason to believe that You have used or intend to use the Card in a negligent manner or for fraudulent or other unlawful purposes or iii. We need to do so in order to comply with applicable law or regulation or MasterCard rules or iv. We are required to do so by any applicable regulatory body or v. if You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Account.

16.7. These Terms and Conditions will terminate in the event of Your death.

16.8. If there is a positive balance in Your Account at the time Your Account is closed for any reason, these remaining funds will be returned to You upon request by bank transfer (less the applicable fees) provided the funds are not subject to any restriction.

16.9 Any funds which remain unclaimed for a period of six years following closure of Your Account shall expire and be forfeited.

16.10. We can suspend Your Card at any time with immediate effect if a. We discover that any information You have provided is incorrect or incomplete; or b. if a Transaction has been declined because of lack of available value in Your Account.

16.11. If any Transaction, fee or charge is found to have been incurred using Your Card following cancellation or termination, You agree to pay all such sums to Us immediately on demand.

17. Personal data

17.1. The processing of Your personal data is governed by Our privacy policy which can be found at <https://www.Fortyworks Consulting.com/privacy-policy/>. By accepting these Terms and Conditions, You also agree to the terms of Our privacy policy.

18. Your details

18.1. You must let Us know as soon as possible if You change Your name, address, telephone number or e-mail address. If We contact You in relation to Your Card, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Card and wish to send You a refund, We will use the most recent contact details You have provided to Us. (Any e-mail to You will be treated as being received as soon as it is sent by Us).

18.2. We will not be liable to You if Your contact details have changed and You have not told Us.

19. Complaints procedure

19.1. If You are not satisfied with the service You are receiving, You should provide written details of Your concerns to Customer Services. All queries will be handled in accordance with Our complaints procedure. Customer Services will provide a copy of the complaint procedure upon request. You can also access it on the Website.

19.2. If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service.

19.3. You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For additional contact details you may visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

20. Customer services

20.1. The Customer Service department is open from 9 a.m. to 6 p.m. (UK time), Monday to Friday (inclusive) (excluding public holidays in the United Kingdom). A Lost and Stolen reporting service is available 24 hours a day, 7 days a week via the Chat function (in the MyBillsPay App and on the Website). Customer Services will be provided by MyBillsPay acting on behalf of Fortyworks Consulting Financial Services Limited.

21. General

21.1. In these Terms and Conditions, headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.

21.2. You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Terms and Conditions. You agree that We may transfer or assign Our rights or novate Our obligations under these Terms and Conditions at any time without prior written notice to You and without Your further consent. If You do not want to transfer to the new Card Issuer You may contact Us and We will terminate Your Card and Account. Any balance remaining in Your Account will be returned to You in accordance with Our redemption procedure. We may subcontract any of Our obligations under these Terms and Conditions.

21.3. In the event that any part of these Terms and Conditions are held not to be enforceable, this shall not affect the remainder of these Terms and Conditions which shall remain in full force and effect.

21.4. You will remain responsible for complying with these Terms and Conditions until Your Card and Your Account are closed (for whatever reason) and all sums due under these Terms and Conditions have been paid in full.

21.5. These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Card and Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.

21.6. These Terms and Conditions are governed by the laws of England and You agree to the non-exclusive jurisdiction of the English courts.