

COINJAR PREPAID CARD

Terms and Conditions

1. Introduction

- 1.1. These terms and conditions ("**T&Cs**") apply to your prepaid, reloadable physical or virtual Mastercard® Card ("**Card**") and its use. You must read them carefully. In these T&Cs:
- 1.1.1. "**Approved Merchants**" has the same meaning given to it in clause 2.3;
 - 1.1.2. "**CoinJar**" means CoinJar UK Limited;
 - 1.1.3. "**CoinJar Everyday Account**" means the digital currency account and the cash account operated by CoinJar which stores digital currencies and fiat currency in British Pounds Sterling held by you and which is available to transact using the Card.
 - 1.1.4. "**CoinJar Platform**" means the platform through which you can buy and sell digital currency with CoinJar or with other persons using the Website, your mobile phone app or other means made available by CoinJar.
 - 1.1.5. "**CoinJar Terms**" mean the terms and conditions governing your use of the CoinJar Platform (available on CoinJar's website);
 - 1.1.6. "**Spendable Balance**" means the value of digital currencies, in British Pounds Sterling, recorded by CoinJar in your CoinJar Everyday Account available for Card transactions, less any purchases, authorisations (including pre-authorisations), cash withdrawals, fees and charges or other amounts debited under the T&Cs.
 - 1.1.7. "**You**", "**your**", or "**Cardholder**" means the Cardholder and the authorised user of the Card;
 - 1.1.8. "**We**", "**us**" or "**our**" means EML Payments Europe Limited or EML Money DAC acting on its behalf;
 - 1.1.9. "**Website**" means the program website at www.CoinJar.com; and
 - 1.1.10. "**Wallet**" means your Samsung Pay and/or Google Pay wallets(s), as applicable, on your compatible device(s).
- 1.2. Using your Card indicates your agreement with these T&Cs and, if using a virtual Card in your Wallet, the Pay Provider Terms and Conditions set out in the Appendix.

2. Using Your Prepaid Card

- 2.1. Your Card is issued by EML Money DAC (the "**Issuer**"), whose principal office is at Second Floor, La Vallee House, Upper Dargle Road, Bray, County Wicklow A98 W2H9, Ireland. The Issuer is authorised by the Central Bank of Ireland under S.I. 83/2011 - European Communities (Electronic Money) Regulations 2011 (Register ref: C95957) to issue e-money under a license from Mastercard International Incorporated. The Issuer authorises you to use your Card on the basis set out in these T&Cs and subject to the CoinJar Terms (as defined below). Only persons over 18 years of age are entitled to use the Card.
- 2.2. Your Card is linked to the account you hold with CoinJar ("**CoinJar Everyday Account**"). The terms and conditions applicable to your CoinJar Everyday Account apply to your use of and access to the CoinJar Platform, including the use of your Spendable Balance and redemption of digital currency to fund your Card transactions. These terms and conditions are available at www.coinjar.com/legal.

- 2.3. You can use your Card to make purchases from merchants and withdraw funds from ATMs displaying the Mastercard acceptance mark (“**Approved Merchants**”). Approved Merchants do not include limited acceptance merchants in the EU/EEA that do not accept prepaid debit cards and certain other categories of transactions including, but not limited to: money transfers, automated fuel dispensers, video entertainment rentals and gambling. You can only use your Card to make purchases from Approval Merchants.
- 2.4. Your Card is not a credit card and is not in any way connected to your bank account. You will not earn any interest on any funds spent through your Card. Your Card is either a physical card or a virtual card intended for use in conjunction with your Wallet.
- 2.5. When you transact using the Card or withdraw an amount from the ATM, and once CoinJar approves the amount of the transaction or withdrawal (which would generally occur at the same time), an amount of the digital currency you nominate within your CoinJar Everyday Account will be redeemed into the equivalent British Pounds Sterling value. This amount is provided by CoinJar to us, and the Issuer will issue the corresponding e-money value to your Card so that your transaction or withdrawal can be processed and settled in British Pounds Sterling with an Approved Merchant, inclusive of any fees. You can only use the Card within the Spendable Balance and transaction limits listed in clause 4 of these T&Cs.
- 2.6. Any claim you have in connection with a failure by CoinJar to provide us with the funds to pay for any transaction on your Card must be made against CoinJar in accordance with the CoinJar Terms and not against the Issuer. You acknowledge and agree that the Issuer shall have no liability to you whatsoever if for any reason sufficient funding is not made available to Issuer by CoinJar for your transactions (in whole or in part) or for any amounts you may owe to CoinJar whether accruing in connection with your use of the Card or otherwise.

3. **Activating Your Card**

- 3.1. You can request a Card from the CoinJar Platform which, subject to approval from CoinJar, will be activated by us in the following manner:
 - 3.1.1. for virtual Cards, the Card will be activated by CoinJar and will appear in the CoinJar Platform. The Card can be used by adding it to your Wallet on your compatible device; or
 - 3.1.2. for physical Cards, the Card will be activated by you through the CoinJar Platform on receipt of the Card from us.

4. **Spending via your Card**

- 4.1. The maximum amounts that you may spend or withdraw via your Card(s) are subject to your Spendable Balance, the CoinJar Terms and the following limits that we may set from time to time at our sole discretion:

Description	Limit
Monthly Max Reload/Spend Amount	£15,000
Annual Max Reload/Spend Amount	£50,000
Daily Max Reload/Spend Amount	£5,000
Daily Max Cash Back Amount (ATM Withdrawal)	£2,000

- 4.2. If you have multiple Cards through your CoinJar Everyday Account, the limits set out in clause 4.1 shall apply to the aggregate spend or withdrawal through your Cards.
- 4.3. Upon receipt and clearance/activation of your Card, your Spendable Balance will be available for use on the Card. We reserve the right to refuse to accept any particular Card transaction.
- 4.4. If your Card is used to purchase goods or services in a currency other than the currency of your Card, namely Pounds Sterling (GBP), then the amount of the transaction will be converted to the currency of your Card on the day we receive details of it. Mastercard will use the authorised conversion rates applicable for such a transaction which are not set by us or by CoinJar. Any changes made by Mastercard will be effective immediately.

5. Fraud

- 5.1. For fraud prevention reasons, your Card use may be queried and we may block further usage, either completely or only in certain territories or merchants. In such circumstances, you can contact customer services (see clause 16 below).
- 5.2. We may ask you to stop using your Card, to return it to us or delete it. We may at any time suspend, restrict or cancel your Card or refuse to issue or replace a Card for reasons relating to the following:
 - 5.2.1. we are concerned about the security of your account or Card(s) we have issued to you;
 - 5.2.2. we suspect your account is being used in an unauthorised or fraudulent manner; or
 - 5.2.3. we need to do so to comply with applicable law.
- 5.3. If we do this, we will tell you as soon as we can or are permitted to do so. Like other payment cards, we cannot guarantee a retailer will accept your Card. We may also refuse to pay a transaction:
 - 5.3.1. if we are concerned about security of your Card or we suspect your Card is being used in an unauthorised or fraudulent manner;
 - 5.3.2. If sufficient funds are not loaded on your Card at the time of a transaction to cover the amount of the transaction;
 - 5.3.3. if we have reasonable grounds to believe that you are acting in breach of these T&Cs;
 - 5.3.4. if your CoinJar Account is suspended by CoinJar;
 - 5.3.5. if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
 - 5.3.6. because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 5.4. If we refuse to pay a transaction, we will immediately tell you why, if practicable, 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 through the CoinJar Platform or by contacting customer services (see clause 16 below).

6. Transactions

- 6.1. A Card transaction will be regarded as authorised by you when you proceed with the transaction at the point of sale with an Approved Merchant or ATM by:
- 6.1.1. providing the Card and other relevant details;
 - 6.1.2. entering your PIN into a sales terminal;
 - 6.1.3. signing a sales voucher; or
 - 6.1.4. in the case of contactless payments, swiping the Card or the device that holds your Wallet over a payment terminal.

Subject to the features of the particular Card, your authorisation of a transaction can include any single transaction, or a pre-authorisation of future transactions of a certain or uncertain amount.

- 6.2. We will pay the funds required by the Approved Merchant to cover the transactions authorised by you within one (1) day of us receiving their request. A transaction will be received at the time we receive the transaction instruction from the merchant acquirer. We may decline a transaction if funds are not provided by CoinJar at least equal to the value of the transaction requested within the timeframe required.
- 6.3. 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 Approved Merchant (providing a copy of the notice to us), as long as such notice was provided no later than the close of business on the business day before it was due to take place.
- 6.4. Your use of the Card will be approved by CoinJar and by us on a transaction-by-transaction basis in accordance with the CoinJar Terms and these T&Cs (as applicable). You will not be able to use your Card during any suspension periods, after its Expiry Date (as defined below) or cancellation date. For virtual Card transactions, your Card must be added to your Wallet in order to be used for contactless transactions or for online transactions via the Wallet. While the Cardholder may use the Card, the Card always remains our property.

7. CoinJar Platform

- 7.1. You can ensure the security of your Card and access/update information related to your Card through the following functions in the CoinJar Platform:
- 7.1.1. PIN Reveal/Reset – you can reveal and reset your PIN as required;
 - 7.1.2. Lock/Unlock Card – if you know or suspect that a Card (or the device that holds the Wallet your Card has been added to is lost or stolen), you must lock your Card immediately;
 - 7.1.3. Card Transaction History - it is your responsibility to monitor any transactions to help prevent fraud and unauthorised use of your card; and
 - 7.1.4. Card Registration Details - it is your responsibility to keep your Card registration details up to date.

8. Expiry, suspension and cancellation of your Card

8.1. The Card will expire:

8.1.1. for physical cards, sixty (60) months after activation; and

8.1.2. for virtual cards, sixty (60) months after activation,
(each, an “**Expiry Date**”).

8.2. After the Expiry Date, you cannot use the Card.

8.3. We may also cancel these T&Cs or suspend your Card or account immediately if we believe your Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so. If your Card is cancelled, we will immediately block your Card so it cannot be used. You will not be entitled to a refund of money you have already spent on authorised transactions, or pending transactions for use of the Card before the Card is cancelled or expires.

8.4. Your Card will have no positive balance to redeem at any time because funding is provided by CoinJar only upon approval of transactions and only in amounts sufficient to fund such transactions.

8.5. You can cancel your Card through the CoinJar Platform or by contacting customer services in accordance with clause 16 below.

9. Keeping your Card secure

You should treat your Card like cash. If your Card or device that holds your Wallet is lost or stolen, and transactions are authorised before you notify us in accordance with section 10 below, you may be liable for transactions made on your Card prior to such notification. As a result, you must keep your Card and/or Wallet safe and not let anyone else use your Card.

10. Lost or stolen Card and unauthorised or incorrectly executed payments

10.1. You must lock your Card via the CoinJar Platform and tell customer services, without undue delay if you know or suspect that a Card or the device that holds the Wallet your Card has been added to is lost or stolen or if you think a transaction has been incorrectly executed.

10.2. We will refund to CoinJar any incorrectly executed transaction immediately and CoinJar will pay the refund back into your CoinJar Everyday Account in British Pounds Sterling (and not in the digital currency initially used to fund the purchase). We reserve the right not to pay a refund if we have any reason to believe that the incident has been caused by a breach of these T&Cs, a breach of the CoinJar Terms, negligence or we have reasonable grounds to suspect fraudulent activity. However, you will bear the loss, up to £35 in total, if the transaction results from the use of a lost or stolen Card. If the Card is expired or revoked, you will not be able to receive a refund to a Card unless a replacement Card has been issued to you. Please refer to clause 13 for further information about refunds.

10.3. However, if investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or negligently (for example by failing to keep your Card, device or Wallet secure), you may be liable for any loss we suffer because of the use of the Card.

11. Our liability

11.1. Neither we nor CoinJar will be liable for any loss arising from:

- 11.1.1. any cause which results from abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary;
 - 11.1.2. a retailer refusing to accept your Card (unless we have acted with gross negligence or wilfully in this regard);
 - 11.1.3. our compliance with legal and regulatory requirements; or
 - 11.1.4. loss or corruption of data unless caused by our gross negligence or wilful default.
- 11.2. Subject to applicable law, our liability shall be limited to the balance of your Card at the time that the event giving rise to the any claim occurs.
- 11.3. Nothing in these T&Cs shall exclude or limit liability in respect of death or personal injury arising from our gross negligence or fraudulent misrepresentation.

12. Refunding Transactions

- 12.1. You may be entitled to claim a refund in relation to transactions where:
- 12.1.1. the transactions were not authorised by you in accordance with these T&Cs;
 - 12.1.2. a refund is available to you under the CoinJar Terms;
 - 12.1.3. we are responsible for a transaction which was incorrectly executed and you notified us in accordance with clause 10 above; or
 - 12.1.4. a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by an Approved Merchant is more than you could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the transaction.
- 12.2. A claim for a refund in the circumstances set out in 12.1.1 above will not be accepted if you did not inform us within thirteen (13) months after the unauthorised transaction amount has been deducted from your Card.
- 12.3. A claim for a refund in the circumstances set out in 12.1.4 above will not be accepted if the amount of the transaction was notified to you at least four (4) weeks before the transaction date or if the claim is made more than eight (8) weeks after being debited from your Card.
- 12.4. We will arrange an electronic transfer to a bank account nominated by you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information (including personal identification documents) before we can process your refund request.

13. Changes to these Terms

We may change these terms at any time by notifying you on the Website at least two (2) months before the change is due to take effect. The most current version of these T&Cs will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that as notification that you wish immediately to terminate and you shall be allowed to do so without any additional charge at any time.

14. The Fees

- 14.1. We do not charge any fees for checking your on-line balance and transactions. However, the following fees do apply and will be added to any transaction amounts and you confirm you consent to such amounts being paid to the Issuer by CoinJar on your behalf in accordance with these T&Cs:

Fees and Charges to be paid by You	
Card Issue and Funds Loading	
Card Issue Fee	free
Replacement Card Fee	free
ATM Withdrawals	
ATM Transactions – domestic and foreign	£1.00 or as displayed on the ATM screen at the time of the relevant transaction.
Account Keeping Fees	
Foreign exchange fee	2.99% of the total amount of each transaction
Disputed transaction fee (per transaction)	£12.50

All transaction fees are charged at the time of transaction and are included in the total purchase price.

- 14.2. When you use the Card for a transaction, the digital currency in your CoinJar Everyday Account will be redeemed into British Pounds Sterling at the sell price for that digital currency at the same time as your Card transaction. CoinJar will separately charge you a transaction or trading fee for selling your digital currency in accordance with CoinJar's Terms which are available on the Website.
- 14.3. Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

15. Disputes with Retailers

If you have any disputes about purchases made using your Card you must follow the Approved Merchant's processes and any applicable banking codes and policies. Neither EML nor CoinJar are responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Card. Remember that once you have used your Card to make a purchase we cannot stop that transaction.

16. Customer Services

If you have any enquiry relating to your Card, you can contact CoinJar's customer services by contacting www.coinjar.com/support.

17. Complaints

- 17.1. If you are unhappy, you should contact CoinJar's customer services at www.coinjar.com/support at first instance so the circumstances can be investigated for you by CoinJar. If your complaint relates to your Card or transactions on your Card, CoinJar will refer your complaint to us to deal with. We are solely responsible for resolving your complaint in relation to your Card. If your complaint relates to your buying or selling of digital currency through CoinJar or the availability of funds from your Coinjar Account Everyday Account for use on the Card, CoinJar will be solely responsible for any complaints relating to these processes. Any complaints you have will be dealt with as quickly and as fairly as is practicable.
- 17.2. Once your Card complaint is received by our customer support team from Coinjar, we will conduct a further investigation and you will receive a response of our findings within 15 business days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 business days, we will reply providing a reason for the delay and deadline for response, not more than 35 business days after first receipt of complaint.
- 17.3. Following the investigation if you are still unhappy with your Card or the way it is managed you may also complain to the Financial Services and Pensions Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: +353 (0)1 567 7000 or by using their online facility to submit a complaint. Note, any complaint by you to the Financial Services and Pensions Ombudsman in relation to the Card should be made against EML Money DAC as the issuer of the Card.

18. Compensation

The Card provided by the Issuer is an electronic money (e-money) product and although it is a product regulated by the Central Bank of Ireland, no compensation scheme exists to cover losses claimed in connection with the Card.

19. Assignment

We may assign the benefit and burden of these T&Cs to another company at any time, on giving you two (2) months' prior notice of this. If we do this, your rights will not be affected.

20. Severability

If any part of these T&Cs is, for any reason, held to be illegal, invalid or unenforceable - (i) that part is to be read down to the extent necessary to preserve its operation and, if it cannot be read down, it is to be severed, and (ii) the legality, validity and enforceability of the remainder of these T&Cs shall not be affected thereby and shall remain in full force and effect to the greatest extent permitted by law.

21. Data Protection

In using your Card provided by the Issuer in conjunction with your CoinJar account, you agree that we can use your personal information in accordance with our privacy policy. Our privacy policy is set out on www.emlpayments.com/privacy. It includes details of the personal information that we collect, how it will be used, and who we pass it to. In respect of the use of the Platform and your CoinJar Account, CoinJar's privacy policy will apply in accordance with the CoinJar Terms.

22. Governing Law

These T&Cs are concluded in English. All communications with you will be in English wherever possible. In the event these T&Cs are translated into any language other than English then the English language version shall prevail. These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

Appendix - Pay Provider Terms and Conditions

IMPORTANT INFORMATION FROM EML MONEY DAC (EML)

IMPORTANT INFORMATION FROM EML MONEY DAC (EML)

In these terms and conditions, "Pay Provider" means whichever of Google Pay, Apple Pay or Samsung Pay provides the ability to make purchases on your mobile device. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.

1. Using your Pay Provider with a EML card (Card)

Your Pay Provider allows you to make purchases using your Card with a compatible mobile device where your Pay Provider is accepted by merchants. Your Card's Terms and Conditions governs the use of your Card in your Pay Provider and nothing in these terms in conditions alters or amends the restrictions placed on the use of your Card.

2. Security

You are responsible for all transactions on a Card and as such, you must keep your device and security credentials safe and secure at all times, in the same way you would your physical Card or PIN. Never share your device security credentials or allow another person to register their fingerprint to your device as that person will be able to make payments using your Card. If you do allow someone access, you will be responsible for their use of your Card.

We recommend you always use the device lock feature on your mobile device. For more information about safety and security refer to your mobile device manufacturer security settings.

3. Lost/Stolen Device & Unauthorised Use

If your mobile device has been lost, stolen or compromised in any way, you should contact EML on 0044 121 268 3210. We can suspend or remove your Card from your Pay Provider to prevent further unauthorized use. Further, you may be able to use your Pay Provider's Find My Mobile service to remotely Lock or Wipe your device (also Locking or Wiping your Pay Provider and all the payment cards registered in it). See also any FAQs that may be available on your Pay Provider's website in respect of Security.

4. Using your information

We use your information to manage your use of your Pay Provider, present you with updates and to display targeted offers and advertising from time to time. Your Pay Provider shares information with us for fraud and identification purposes. We always use your information in accordance with EML's Online Privacy Statement which can be viewed at [EMLPayments.com](https://emlpayments.com)

When you register your Card to your device, your Pay Provider or its parent company may access and process your information, including information about your transactions. We share some of your information with your Pay Provider or its parent company to display to you in your Pay Provider, which your Pay Provider or its parent company uses in an aggregated and de-identified way to help improve your Pay Provider. The use of your personal information by your Pay Provider or its parent company is solely governed by Pay Provider's privacy policy or that of its parent company which are available online.

5. Using your Pay Provider's technology

Your Pay Provider may change its services from time to time and EML has no control over your Pay Provider's decisions to change any of its services or products (including your Pay Provider's terms or use or privacy policies). In order to use your Pay Provider, you must agree to your Pay Provider's terms of use and privacy policy which are available on your Pay Provider's website.