



Pioneer (invitation only)

Credit Card Terms & Conditions

1. YOU AGREE THAT

- 1.1 You accept these Terms and Conditions.
- 1.2 You have been provided with a full copy of this agreement for consideration before signing.
- 1.3 You are over 18 years of age.
- 1.4 The details you have given are true and complete.
- 1.5 You will inform us as soon as possible of any changes to:
 - 1.5.1 your name or contact details (or those of any additional cardholder)
 - 1.5.2 other personal details recorded on your account, or;
 - 1.5.3 your financial circumstances.

2. HOW YOUR CREDIT CARD ACCOUNT WORKS

- 2.1 Once your agreement has been signed by both you and us, we will open your account and will provide you with your virtual card immediately, meaning you can make transactions online. We will then send you a plastic card within 7 working days. The PIN for your plastic card can be accessed in the Jaja app once you have received your plastic card.
- 2.2 We will send you a replacement card when required, unless you have breached your agreement, or it has been ended by you or us. Your agreement will apply to any replacement card or PIN issued to you (including any additional cardholders).
- 2.3 We will notify you, via email or SMS, when a payment is due and the minimum amount repayable. You can view your current balance, details of any transactions you have made and when the next payment is due at any time on the Jaja app.
- 2.4 You may select your preferred monthly payment date on application and apply to change it at any time by contacting us via the Jaja app or by e-mail at hello@jaja.co.uk. We reserve the right to limit such changes to two per annum

3. ADDITIONAL CARDHOLDERS

- 3.1 We may agree to issue an additional card for your account to another person nominated by you.
- 3.2 You can specify an amount within the credit limit that an additional card can be authorised for. Transactions exceeding that amount will be refused.
- 3.3 All additional cards are governed by the terms of this agreement and you are responsible for making sure that an additional card holder is aware of this agreement and keeps to it. We do not have an agreement with any additional cardholder. You are responsible for all use of the card by the additional cardholder, including any use in breach of your agreement. All transactions on your account made by the additional card-holder will be treated as if you have made them and you will be responsible for repaying the outstanding balance on your account.
- 3.4 With the exception of their own transactions, we will not disclose any details about your account to the additional cardholder without your permission in writing.
- 3.5 You must tell us if you want to cancel a card provided to an additional cardholder and you will be responsible for securely destroying the card.

4. LOOKING AFTER YOUR CARD AND PIN

- 4.1 You must take all reasonable precautions to protect the security of your card, PIN and any login details for your online account.
- 4.2 You must
 - 4.2.1 sign your card immediately when received;
 - 4.2.2 not allow any other person to use your card;
 - 4.2.3 not keep your card and PIN together and not divulge your PIN to anyone, and;
 - 4.2.4 notify us immediately if your card is lost, stolen or could be misused so that we may cancel your card.
- 4.3 You must never use a card that you have reported lost or stolen and if you later find a lost card you must destroy it securely.
- 4.4 If you temporarily blocked your card via the app, you can continue to use the card once you have unblocked it.

5. USING YOUR CARD

- 5.1 You and any additional cardholders can only use your card (or any other payment device we may provide from time to time under this agreement) up until the expiry date shown on the front of the card or until the date at which this agreement is cancelled if sooner.
- 5.2 Your account is for personal use only.
- 5.3 You must not use your card for any illegal purpose.
- 5.4 Your card is our property and must be returned to us immediately upon request.
- 5.5 We are not responsible and will not be liable for any loss suffered if you are unable to use your card or any other functionality of your account for reasons beyond our control; for example, if a retailer refuses to accept it, or a cash machine will not permit the withdrawal of cash or as a result of any systems or communications failure.

6. TRANSACTIONS

- 6.1 The following applies to you when carrying out transactions on your account:
 - 6.1.1 You will need to authorise transactions. Such authorisation may be provided via the use of PINs, the Jaja card app or website, SMS, card readers, card verification, signature or contactless technologies
 - 6.1.2 your account will be charged with all transactions made using your card or card details;
 - 6.1.3 You must only carry out transactions for amounts which, when added to your account, will not take you over your credit limit;
 - 6.1.4 if you carry out a transaction using your card in a currency other than sterling, the transaction will be converted into sterling on the day that transaction is applied to your account using the exchange rate set by Visa on that same day. You can find out the current exchange rate by visiting <https://www.visaeurope.com/making-payments/exchange-rates>;
 - 6.1.5 if a transaction is refunded to your card, we will credit the amount of the refund to your account when we receive it;
 - 6.1.6 you can cancel payments which are due to be made on a future date (for example, if you set up a regular payment) by contacting us using the chat through the Jaja card app. You should also contact the supplier to tell them you have cancelled the payment so that they do not keep trying to take the payment. You cannot cancel any other type of payment.
- 6.2 We may, acting reasonably, refuse to authorise a transaction if:
 - 6.2.1 we have identified an unusual pattern of transactions with the supplier you are trying to pay;
 - 6.2.2 it will take you over your credit limit;
 - 6.2.3 we suspect unauthorised, fraudulent or illegal use of your card or account;
 - 6.2.4 it is above any limit that we set relating to transactions on your account;
 - 6.2.5 we need to undertake any additional sanction checks or security controls, and/or;
 - 6.2.6 you have not made your minimum monthly payment by the payment due date.
- 6.3 Unless it would be unlawful for us to do so, we will tell you by e-mail, phone or SMS if we refuse to accept a transaction or if we refuse to make a money transfer. We will also explain why we have done so and let you know how to correct any errors in your instruction to complete the transaction or transfer. The supplier will tell you if we refuse a transaction at point of sale and you can contact us by chat through the app, phone or e-mail for further information.
- 6.4 Where you are making a money transfer, you will need to give certain details to us. For a money transfer, this will be the account number and sort code for the account that you wish to pay. We will start processing your instruction when we receive it, unless we receive it on a non-working day or after 11.59pm (in which case we will start processing your instruction on the next working day). Our working days are Monday to Friday (excluding public holidays). Once we start processing your request to make a money transfer, we will send the money to the account you wish to pay by the end of the next working day.
- 6.5 If we fail to make a payment or we make a payment incorrectly and it does not arrive at the account you were meant to pay, we will refund the payment and any interest or charges you paid as a result, provided you request the refund within 13 months of the money being taken from your account. You must notify us via chat through the app, phone or e-mail. You will not be entitled to a refund in relation to a money transfer if you have given us the incorrect account details for the account you wish to pay.
- 6.6 We will not be liable where you give us incorrect account details in respect of a payment you wish to make. However, we will make reasonable efforts to help you get the money back. If we are unable to get the money back for you, you can ask us, and we will provide to you any relevant information that we have so that you can try to claim back the funds yourself.
- 6.7 You will not be liable for any transactions not made by, or with the permission of, you or an additional cardholder.

- 6.8 We may set limits which apply to transactions, for example we may set a limit on how much cash you can take out from a cash machine using your card or a limit on the amount of a contactless transaction. We will let you know what these limits are in your Jaja app, and when they change. We may also set some limits on transactions for security reasons. We change these as necessary, but we do not always disclose them to you for security reasons.
- 6.9 You can ask us to refund a transaction that you have made in the EEA where you did not agree a specific amount when agreeing to make the payment and the amount turned out to be more than you could have reasonably expected in the circumstances. You will not be entitled to a refund if you have given consent to us for the transaction and information on the transaction was made available to you at least four weeks before the payment was due. You need to ask us for a refund within eight weeks of the date the payment was made from your account, otherwise you will not be entitled to a refund.
- 6.10 We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to a refund. We will let you know that you are not entitled to a refund or provide a refund to you within 10 working days of your request or, where we have asked you for additional information, within 10 working days of us receiving that information. If we provide a refund, we will also refund any interest that you have paid as a result.

7. INSTALMENT PLANS

- 7.1 From time to time we may offer you an instalment plan which allows you to repay a balance in monthly instalments over a period of time.
- 7.2 If you have an instalment plan on your account, the monthly instalment will be the instalment plan amount divided by the number of months we offer for repayment.
- 7.3 You can cancel an instalment plan at any time by telling us.
- 7.4 We will cancel any instalment plans on your account if you don't pay the minimum monthly payment, including the monthly instalment for two months in a row.
- 7.5 If an instalment plan is cancelled, the amount you owe on the instalment plan will become part of the overall amount you owe on the account for calculating the minimum payments and charging interest.

8. PAYMENTS TO YOUR ACCOUNT

- 8.1 You must allow sufficient time for your chosen payment method to reach your account by the payment due date. Payments will only take effect when the funds have cleared. Details of payment methods and timings can be found on the back of your statement.
- 8.2 You must not intentionally make payments that place your account in credit.
- 8.3 Refunds will not count towards your minimum payment unless they reduce your balance to less than the minimum payment we have asked for. If this happens, you will only have to pay the remaining balance, if any.

9. THIRD PARTY PROVIDERS

- 9.1 A third-party provider is a service provider which is authorised by law to:
- 9.1.1 instruct us to make balance transfers or money transfers from your Credit Card account on your behalf, or access information relating to your Credit Card account (for example, so that they can show you all of your account information from different providers in one place). When we say authorised by law, we mean a service provider which is authorised to provide the relevant service by the Financial Conduct Authority or another European regulator. You can find out whether a company is authorised in the UK using the Financial Conduct Authority's register at <https://register.fca.org.uk/>.
- 9.1.2 Where a third-party provider authorised by law requires your login details for the Jaja app to provide their service to you, you are permitted to share them with such third-party provider, but you should not share them in any other circumstances.
- 9.1.3 If you allow a third-party provider to make a money transfer from your Credit Card account, or you allow them to access information relating to your Credit Card account, by giving your login details for the Jaja app to them, we will treat any instruction from them as if it came from you directly.
- 9.1.4 We can stop a third-party provider accessing your account if we consider that it is necessary for reasons relating to fraud or the security of your Credit Card account. Unless it would compromise our security measures, or it would be unlawful, we will always tell you, either before doing so or immediately afterwards, by phone or email and we will let you know our reasons why.
- 9.1.5 If you think a payment may have been made incorrectly or is unauthorised, you must notify us immediately, even where you use a third-party provider.

10. DATA PROTECTION & CREDIT CHECKING

- 10.1 The personal information we collect about you is used and shared by us to verify your identity, undertake credit assessments to inform our lending decisions, manage your account, make collections and contact you for marketing purposes. Please see our Privacy Policy (you can review our Privacy Policy on our website at <https://www.jaja.co.uk/privacypolicy>) for further information.
- 10.2 We may search your record at credit reference and fraud prevention agencies to help us make lending decisions and as part of the ongoing management of your account.
- 10.3 We will share information about you and the conduct of your account with credit reference agencies and fraud prevention agencies including the details of your agreement, payments made and any default, suspicion of fraud or failure to comply with the terms of the agreement.
- 10.4 We will disclose your personal data when legally required to do so, for example at the request of government authorities conducting an investigation; we also use it to verify or enforce compliance with our policies, for example governing our website and applicable laws or to protect against misuse or unauthorised use of our website.
- 10.5 If we transfer, change or assign this agreement to a third-party to manage any aspect of this agreement, we will pass information about you and how you have managed your account onto them.
- 10.6 Your data remains on file for 6 years after our files with your information are closed, whether settled by you or in default.

11. RESTRICTING YOUR ACCOUNT AND ENDING YOUR AGREEMENT

- 11.1 We may prevent or restrict access to your account if we reasonably consider there is a risk of you not repaying the total outstanding balance.
- 11.2 We can close your account at any time and will provide you with at least 2 months' notice before we do this. An example of when we may decide to close your account is if you have not made any transactions for 12 months or more. If we close your account, we will cancel your Credit Card, but the terms of your agreement will continue to apply until the outstanding balance has been paid in full.
- 11.3 We may also, acting reasonably, immediately bring your agreement to an end and at the same time require you to repay the full outstanding account balance if:
 - 11.3.1 we establish that any information we relied upon in allowing you to open your account was untrue;
 - 11.3.2 you seriously or repeatedly breach the terms of your agreement, including failing to make the minimum payment by the payment due date;
 - 11.3.3 we believe that there is a significantly increased risk that you will not be able to continue to make payments under your agreement, for example, because you have been declared bankrupt, you have entered into a voluntary arrangement with other people that you owe money to and/or adverse information has been registered against you with credit referencing agencies; and/or
 - 11.3.4 we are required to do so because of any legal or regulatory requirements or we reasonably believe it is necessary to prevent fraud or unauthorised access. Before requiring you to repay in full we will provide you with any notices we are required by law.
- 11.4 If your account is closed, you must securely destroy all the cards we have issued on your account.
- 11.5 If there is a credit balance on your account when it is closed, or we receive a credit to your account after it is closed, we will return it to you by paying it into another account where you are the account holder or by sending you a cheque. If we cannot do this, the balance will be removed from your account and placed into a holding account. You can contact us to retrieve the balance at any time within 6 years from the date your account was closed.

12. CUSTOMER SERVICE AND COMPLAINTS PROCEDURE

- 12.1 If you have an issue relating to the operation of your Credit Card account, please contact us using the details shown above under the heading 'Contact us'. We will deal with your complaint in accordance with our Complaints Handling Process.
- 12.2 We will give your complaint immediate attention and do our best to resolve it as soon as possible.
- 12.3 We will provide a full response to you within 6 weeks of receiving your complaint, unless your complaint relates to payment services. If your complaint relates to payment services, we will usually provide a full response to you within 15 working days from the day after we receive your complaint. If we are unable to provide a full response by then, we will let you know and provide a full response to you within 35 working days from the day after we receive your complaint.
- 12.4 If you are not satisfied with our suggested resolution, or if you have not received a response in the timescales noted above, you may have the right to refer your complaint to the Financial Ombudsman Service. If you want the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued. You can write to them at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

- 12.5 Alternatively, you can phone 0800 023 4567. Further helpful information can be obtained from visiting the Financial Ombudsman Service website at www.financial-ombudsman.org.uk.

13. CHANGES TO YOUR AGREEMENT

- 13.1 From time to time we may make changes to your account for example to vary the interest rate, the amount of fees or charges or any other term (for example relating to your credit limit or the terms on which you use the card) where it is reasonable for us to do so. We will give you 60 days' notice of such changes where they result in you having to pay more under the agreement to give you the opportunity to terminate the agreement and repay us what you owe.
- 13.2 Any change we make will be a reasonable and proportionate response to changes which are affecting us or which we reasonably anticipate may affect us. These include:
- 13.2.1 changes to the costs we incur in providing the account, including to our costs of funding;
 - 13.2.2 changes to the products and services we provide or the way in which we deliver them, including to our IT systems;
 - 13.2.3 changes in law, regulation, rule and guidance including court and Financial Ombudsman Service decisions or any conditions imposed upon us or volunteered by us to a regulatory authority; and
 - 13.2.4 any other changes affecting us where it is fair to pass the impact on to you (for example changes to reflect new digital technologies or anti-fraud measures).
- 13.3 We may also make changes to the terms of this agreement (but not to the level of default charges) where we have reasonable grounds to believe that you will not be able to repay what you owe on time. This may be because of breaches of the agreement by you which we do not consider sufficient to restrict your account or end your agreement under clause 11 above, or changes to your risk or credit profile.

14. COMMUNICATING WITH YOU

- 14.1 We will contact you via the Jaja app, by phone, e-mail, SMS, post or by any other contact method that we have agreed with you.
- 14.2 We'll contact you by phone, text message, email or post if we think actual or suspected fraud or security threats will have an impact on your account. We will use whichever method we consider is appropriate in the circumstances, which will depend on the nature of the fraud or security threat.

15. GENERAL

- 15.1 You can ask us for a copy of this agreement at any time.
- 15.2 We may transfer any of our rights under this agreement. Your agreement will then apply to them in the same way it applied to us and you will be advised of any assignment in writing in accordance with the provisions of the FCA Handbook. You cannot transfer your rights or obligations under your agreement to anyone else.
- 15.3 If any part of your agreement is found to be unfair or unenforceable all other parts of your agreement will remain valid.
- 15.4 Your agreement and the operation of your account will be governed by the laws of England and Wales or Scotland if you reside there. All our communications with you will be in English.
- 15.5 If we decide to temporarily disregard or not to enforce the conditions of your agreement, we will not be prevented from enforcing our rights against you under your agreement in full at any time.
- 15.6 The supervisory authority of consumer credit agreements under the Consumer Credit Act 1974 is the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.
- 15.7 Jaja Finance Limited is authorised and regulated by the Financial Conduct Authority under firm register number 775979 and is registered at 3 Valentine Place, Southwark, London, SE1 8QH. You can contact our head office on +44 3300 271 463 or at hello@jaja.co.uk.