

# Credit Card Terms & Conditions

This is a copy of your Jaja Credit Card Terms and Conditions on which we intend to rely. For your own benefit, and protection, you should read these carefully. If you do not understand any point, please ask for further information.

## 1. DEFINITIONS

**“Account”** - the Account we open to record Transactions;

**“Additional Cardholder”** - any person to whom you have asked us to give a Card so that person can use the Account;

**“Agreement”** - the agreement between you and us which includes these Terms and Conditions;

**“Balance Transfer”** - a payment we make on your request to another organisation which pays off or reduces the amount that you owe to that other organisation (excluding any Jaja Finance Ltd issued credit card or affiliated company) or a payment we receive from another organisation which reduces the amount you owe to Jaja Finance Ltd. All Balance Transfers and associated fees will accrue interest as per a Purchase transaction;

**“Base Rate”** - is the official Bank of England Base Rate. Your standard simple Purchase, Balance Transfer, Cash Advance and Money Transfer interest rates will move up and down with Base Rate;

**“Card”** - the credit card, physical or digital including any - renewal, replacement or additional credit card which we give you or an Additional Cardholder to use with the Account;

**“Cash Advance”** - any Transaction under which you or any Additional Cardholder receive cash (for example an ATM withdrawal) or a cash substitute (for example, gambling transactions, gaming chips, purchases of currency and cash-related transactions such as travellers’ cheques or money orders), purchases digital currencies (including cryptocurrencies such as Bitcoin) or company shares by using the Card or Card details;

**“Cash Limit”** - the maximum amount you may borrow on the Account for Transactions which are Cash Advances;

**“Chip”** - an integrated circuit embedded in the Card. References to ‘Chip’ include a reference to all property and information stored in the Chip;

**“Credit Limit”** - the maximum amount you may borrow on the Account at any time;

**“Credit Reference Agencies”** - means regulated organisations which hold credit information about customers that is used by lenders, examples include Experian Limited, Equifax Europe (UK) Limited and TransUnion LLC or any company which collects information relating to your credit rating;

**“Long Term Persistent Debt”** - when you have paid more in interest and charges on your credit card over 36 months than you have paid towards reducing the amount you borrowed;

**“Money Transfer”** - an amount we transfer on your request to a UK Bank account in your name. All Money Transfers and associated fees will accrue interest as per a Cash Advance transaction;

**“Payment Machine”** - a machine capable of accepting the Card and/or Card details as payment for a Transaction;

**“Payment Scheme Exchange Rate”** - the exchange rate set by the Payment Scheme. Further details can be found on your statement;

**“PIN”** - your Personal identification Number issued by us to you, generally required at point of sale, or at an Automated Teller Machine (“ATM”), in order to authorise a Transaction;

**“Promotional Balance”** - means the amount you owe to us on the Account for Transactions made under a Special Promotion;

**“Purchase”** - any Transaction other than a Balance Transfer or Cash Advance under which you or any Additional Cardholder make payment using your Card;

**“Recurring Transaction”** - a regular payment (other than a direct debit or standing order) collected from your Account by a Retailer authorised by you to collect payments from your Account, in line with your instruction. Recurring transactions are not covered by the Direct Debit Guarantee;

**“Retailer”** - a supplier of goods, services or Cash Advances;

**“Security Details”** - are required for the use of your Card and can be either supplied by Us or selected by You and can include: PIN, card expiry date, card CVV, one-time-passcode, digital servicing password and passcode, security numbers or codes, your fingerprint or other distinctive personal characteristics to make an instruction;

**“Special Promotion”** - means a promotion we may make available to all or some cardholders from time to time, for example an introductory offer such as a Balance Transfer rate promotion, or a Money Transfer promotion;

**“Transaction”** - any Balance Transfer, Purchase or Cash Advance;

**“We”, “Us”, “Our”** – Jaja Finance Ltd, a company incorporated in England and Wales under Company No. 09797750 and any other person to whom we may transfer any or all of our rights and duties under this Agreement.

## 2. CARD

**2.1** You agree at all times to use the Card only in accordance with the terms of this Agreement. If we have a valid reason for doing so, we can at any time vary the terms of this Agreement and You agree to comply with any varied terms of this Agreement. Please refer to Clause 9 for further details. Please refer to Clause 9 for further details.

**2.2** The Card and PIN may only be used by you. In this Agreement when we refer to the ‘use of the Card’, this refers both to your physical use of the Card, including the digital card, or Card Number and/or your Security Details (such as your card expiry date and CVV) for transactions made online, using a mobile device, by telephone or by contactless. Any named Additional Cardholder may only use the Card in their name, and the PIN provided for the sole use of their named card.

**2.3** The Card and the content of the Chip belong to us. This means that we or any person acting for us, can cancel, stop, suspend or request you to return the Card at any time if you breach your Agreement with us. We may at any time keep the Card or ask for the Card to be returned to us. At the end of your Agreement if we ask you to destroy the Card, you must do so immediately by cutting it in half vertically through the Chip.

## 3. PROTECTING YOUR ACCOUNT AND SECURITY DETAILS

You must:

- Sign the Card as soon as you receive it;
- Do everything that you reasonably can to keep your Card Number and your Security Details safe. For example, you should not:
  - Write down your PIN or other Security Details in a way that is recognisable on your Card or account documentation;
  - Choose sequences of letters or numbers that may be easy to guess;
  - Let anyone watch you enter your PIN into an ATM or Card reading machine;
  - Take screenshots or photos of your Security Details.
- Take all reasonable care to ensure that the Card and Security Details are not lost, mislaid or stolen;
- Not use the Card or your Account for anything illegal or to buy anything illegal;
- Keep your Card receipts safe and dispose of them carefully;
- Never give your Security Details to anyone;
- When using third parties for the provision of Account Information or Payment Initiation services, only provide these to an authorised Account Information Service Provider or Payment Initiation Service Provider;
- Make sure that any Additional Cardholder takes the same precautions to protect the Card and your Account;
- Comply with any new and/or enhanced security measures we may tell you about from time to time;
- Contact us about any suspicious matter or problem regarding the use of the Card;
- Co-operate with us and the police to recover lost or stolen Cards and to investigate any unauthorised transaction. If you are asked to provide details of an unauthorised transaction that has been reported to the police, you must do so.

## 4. USING YOUR ACCOUNT

**4.1** We will debit or credit from/to your Account the amounts of all Transactions together with all interest, fees, and charges which become due under this Agreement.

**4.2** Transactions using the Card may be authorised by You or any named Additional Cardholder using a combination of your Card, your Security Details, or your fingerprint or other distinctive personal characteristic, or in other ways advised to you by us from time to time, in accordance with the terms of this Agreement.

**4.3** Any Transaction occurring in a currency other than sterling, will be converted into sterling at the Payment Scheme Exchange Rate for Transactions on the date the Transaction is posted to the Account. Please refer to the Summary Box for more information.

**4.4** You must not:

- exceed the Credit Limit (please note that we can decline Transactions that cause you to do so, but in the event we do authorise such a Transaction, you may have to pay the relevant over limit fee and make a payment to bring the account within the limit - please refer to section 7. Fees and Charges for details);
- assume that you can use your Card if you have breached your Agreement;
- use the Card before or after the period for which it is stated to be valid or after any notification given to you or to any Additional Cardholder of its withdrawal, or after this Agreement ends.

**4.5** We may restrict your Cash Limit to a percentage of your Credit Limit.

**4.7** You cannot stop a Balance Transfer, Purchase or Cash Advance after it has been made. If you want to dispute a transaction, please refer to Clause 16 for further details.

**4.7** You are not permitted to have a credit balance on the Account and therefore you should not make payments that would place the Account in credit. Credit balances will usually be refunded to the UK bank account you have linked to your credit card account unless you contact us for a refund.

**4.8** If you instruct us to make any payments to or from the Account and you provide us with incorrect or incomplete payment details, this may result in a delay in any debits or credits to or from your Account. It may also result in a default charge if we are unable to identify your account to make the payment by your due date.

## **5. BALANCE TRANSFERS & MONEY TRANSFERS**

**5.1** We can refuse a Balance Transfer or Money Transfer, or limit the amount for any reason (for example, for reasons related to fraud or where there are other legal, commercial or regulatory requirements). We will tell you if this happens unless a legal requirement means we cannot. Each transfer must be a minimum of £100 and should not result in you exceeding 95% of your Credit Limit. Please ensure you check the maximum limits prior to effecting the transfer.

**5.2** We may charge you a fee for each Balance Transfer or Money Transfer, as set out in the 'Charges' section of the Agreement. We may send you offers from time to time for which a different fee may apply. We will tell you the fee, and other key terms, before you take up the offer.

**5.3** It may take up to 3 weeks to process a Balance Transfer or Money Transfer. You should continue to make payments to the other lender(s) (if appropriate) until the Balance Transfer or Money Transfer shows as a credit on your Account with the other lender(s).

**5.4** As part of servicing your account we will notify you of any different fees or interest applicable on Balance Transfers or Money Transfers.

**5.5** Any Special Promotion which you are accepted for is valid only for so long as you do not breach the terms of this Agreement. If you do breach the Agreement (for example, if you fail to make the minimum monthly payment by its due date or if you exceed your Credit Limit), we may remove any Special Promotion and the standard variable rates will apply to your Promotional Balance.

**5.6** At the end of any promotional/introductory period, any outstanding balances will be subject to the applicable standard variable rate.

## **6. INSTALMENT PLANS**

**6.1** 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.

**6.2** 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.

**6.3** You can cancel an instalment plan at any time by telling us.

**6.4** 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.

**6.5** 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.

## **7. FEES AND CHARGES**

**7.1** The amounts of our fees and charges and details of when they will be payable can be found in your Summary Box and the Agreement. When applicable, these fees and charges will be debited to your Account.

**7.2** Under Clause 9, we may at any time increase or decrease any fee or charge payable under this Agreement or introduce a new charge for any service provided under or in connection with this Agreement.

**7.3** If at any time during the Agreement you change your billing address to an address located in the Republic of Ireland you will be liable to pay Government Stamp Duty in accordance with Republic of Ireland Revenue legislation. The charge will appear in your statement if you are affected by this.

## 8. INTEREST

**8.1** Every day we use your balance to work out how much interest to charge you. We charge interest on Cash Advances from the day of the transaction and you won't pay interest on Purchases if you pay off the full Purchase balance on your statement by the due date. If you don't pay off the full Purchase balance on your statement by the due date, we will charge interest from the date the Purchase was added to the account.

**8.2** Interest is calculated on your monthly statement day using your standard simple variable interest rates. These are shown on your monthly statement.

**8.3** We will charge interest on interest if you don't pay your balance in full each month.

**8.4** We don't charge interest on overlimit fees, default fees or unpaid Direct Debit fees for a minimum of 29 days from the date they were posted on your monthly statement.

**8.5** Your standard simple interest rates (Purchase, Balance Transfer, Cash Advance and Money Transfers) will move up and down in line with Base Rate. Any special promotional or instalment interest rates on your account will not be affected by Base Rate changes.

**8.6** Following a change in Base Rate, you will be charged interest at your new rates for the entire period that is covered by the statement that is issued after your very next statement date. Your new interest rates will also be shown on this statement.

As an example, if your statement day is day 16 of each calendar month and the Base Rate changes on 5 March, you will receive a notification in your March statement that your interest rates will be changing. On your April statement the following month, interest will be charged at your new rates for the entire period that is covered by that statement. Your new interest rates will also be shown on your April statement. In the event you do not receive a statement in March (if you have not spent and have no outstanding balance), interest will still be charged at your new rates on your April statement.

**8.7** If you receive monthly statements, you will be notified of any change in Base Rate by statement message in the statement that is issued following a Base Rate change.

**8.8** Your standard simple interest rates will not track any movements in base rate below 0%.

**8.9** If you are in Long Term Persistent Debt, you will not see your standard simple interest rates move up and down with Base Rate.

**8.10** You will be able to find the current Base Rate at [www.bankofengland.co.uk](http://www.bankofengland.co.uk).

**8.11** Your standard simple interest rates may change for reasons other than Base Rate changes. More details can be found in 9. Changes.

## 9. CHANGES

**9.1** We may at any time change:

- the Credit Limit;
- the Cash Limit;
- the rates of interest;
- the amount of any charge or fee payable under this Agreement;
- any other term of this Agreement (including adding new terms or removing existing terms).

**9.2** Changes in interest rates, the Credit Limit, or to any of our charges or fees may be personal to you and may be based on a number of factors which may indicate that there is an increased likelihood that you will not be able to pay what you owe on time, such as your personal credit risk profile, whether you keep to the terms of this Agreement and the way in which you use the Card and your Account. Any changes in interest rates, charges or fees will be proportionate to the underlying change in cost to service.

**9.3** In addition to the changes mentioned at Clause 9.2, we may also make changes because of any of the following:

- changes in financial market conditions or banking practice;
- changes to the structure of our group or persons through whom we offer our products and services;
- changes in the costs of maintaining the Account;
- complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice;
- changes in technology, such as differences resulting from new IT systems, security systems or other processes;
- the introduction of a new service or improvements to the service we already offer you;
- the correction of any genuine mistakes or omissions or to make the terms of this Agreement clearer or more favourable to you;

**9.4** We may also make changes for any other valid economic, business, regulatory or legislative reason, but if we do, you can end the Agreement without any charge. Please refer to Clause 13.2 for further details.

**9.5** Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not want us to increase the Credit Limit, you can ask us not to do so. At any time, you can ask us to only apply credit limit increases with your explicit permission or not to offer you future increases in your Credit Limit and to stop giving you information about increases to your Credit Limit. Before we increase your Credit Limit, we will assess your credit profile based on our own records and/or the records about you held by the Credit Reference Agencies.

**9.6** We will tell you about any changes (including any changes in interest rates and/or your Credit Limit) by:

- advising you in your monthly statements; or
- sending you a separate written notice by post or electronically (including by e-mail, online servicing, SMS messages, app notifications or similar).

**9.7** Except for changes to your Credit Limit, if a change that we make is to your benefit, we can make the change immediately and we will tell you about it within 30 days' of the change having taken place.

**9.8** Except for changes to your Credit Limit and/or the interest rates, if a change that we make is not to your benefit we will give you at least 30 days' advance notice of the change, and if you wish to do so, within 60 days of being told about the change, you can give us notice to close your Account. Please refer to Clause 13.2 for details of how you can do this.

**9.9** If we increase your Credit Limit, we will give you at least 30 days advance notice of any increase.

**9.10** If we reduce your Credit Limit we will do so straight away when you are not using the part of your credit limit affected or when any of the circumstances set out in Clause 12.2 apply. Your new Credit Limit will not be lower than your outstanding balance;

**9.11** Except for changes caused by a movement in our base rate (which is used to calculate your standard simple interest rates), or at the end of a special, introductory or promotional rate, we will give you at least 30 days' notice of any interest rate changes. We will only increase the interest rate if we have a valid reason.

**9.12** You are entitled to reject any increase in your interest rate or any change to the terms of this Agreement in accordance with Clauses 13.2 and 13.3.

## **10. PAYMENTS TO THE ACCOUNT**

**10.1** You must pay the minimum payment and any overdue amounts by the due date shown on your statement.

**10.2** Please refer to your statement to understand how you can make payments to your Account. When you make a payment, we will apply the money we receive from you to your Account as follows:

If you do not pay your outstanding balance in full, we will allocate any payments to statement balances which attract the highest rate of interest first, and to amounts which have already appeared on your statement before allocating your payments to any amounts subsequently applied to your account.

If you have more than one Promotional Balance at the same interest rate, your payment will be applied against the balance that ends first.

If your payment is greater than your monthly statement balance, we will apply any remaining payment against transactions that have not yet appeared on your statement in the same order as those that have.

**10.3** We are required to monitor your account and contact you if, over a sustained period, your repayments are going towards fees, interest and charges more than they are going towards your balance. If this continues, we are also required to request additional or larger payments, or to take other action as required to ensure you repay your outstanding balance over a reasonable period in a manner that is affordable for you. Depending on your personal circumstances or your response to our correspondence, we may be required to suspend your account whilst your outstanding balance is paid.

**10.4** We do not accept payments using non-UK debit cards, or any business debit cards.

## **11. STATEMENTS**

**11.1** We will choose the date of your first statement. We will provide you with a statement showing all debits and credits to your Account since the date of your last statement. Statements will be sent or available to view in your app or online servicing account each month if there have been transactions or other movements posted to your Account since the date of your last statement. This may be an online statement, by email or other electronic means where we have your consent to do so.

**11.2** You are responsible for checking your statement each month and you must ensure we hold the correct email address for you to notify you that your statement is available in your app or online servicing account. You must tell us as soon as possible if you think your statement is wrong.

## **12. RESTRICTIONS ON USE OF THE CARD**

**12.1** We may without prior notice to you or any Additional Cardholder:

- refuse to allow or authorise payment under any Transaction;
- suspend, restrict or terminate your (or any Additional Cardholder's) right to draw upon credit;
- withdraw the Card;

- refuse to replace the Card;
- reduce any unutilised credit;
- close your account

If we do this, the Payment Machine will display the information that the Transaction has been declined and/or we may write to you and/or contact you by telephone and/or using contact details we hold for you.

**12.2** We will be entitled to take such steps as are reasonably necessary to effect any of the actions specified in 12.1 if:

- you (or any Additional Cardholder) are in breach of this Agreement;
- we have reasonable grounds to believe that there is a significantly increased risk that you (or any Additional Cardholder) are getting into, or are in financial difficulties, or are or may become bankrupt or subject to a voluntary arrangement or are unable to fulfil your obligations to repay the credit;
- you die;
- you (or any Additional Cardholder) use the Card for business purposes;
- we have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
- there is a change in your personal risk profile which may indicate that there is an increased likelihood that you may not be able to pay what you owe on time;
- any information provided by you to us is inaccurate or misleading;
- the Card is being used for a purpose that could reasonably be expected to give rise to a material reputational risk to us, and we notify you upon exercising our rights under Clause 12.1;
- you are in Long Term Persistent Debt;
- you have not made any transactions on your account for a minimum period of 18 months; or
- we have any legal, regulatory or other objectively justifiable reason.

### **13. ENDING THIS AGREEMENT**

**13.1** You may end this Agreement at any time by telling us and paying off the outstanding balance on your Account in full.

**13.2** If we make a change to any term of this Agreement (including increasing an interest rate applicable to your Account) and the change is to your disadvantage you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right, you must write to us within 60 days of the date on which we first told you about the change

**13.3** Unless there are exceptional circumstances or unless you are in breach of this Agreement, we can end this Agreement at any time by giving you at least two months' written notice. The Agreement will then terminate at the end of the period of two months beginning with the day after the day on which we give you notice.

**13.4** If you breach this Agreement, we will send you a default notice under the Consumer Credit Act 1974.

**13.5** When this Agreement ends for any reason you and each Additional Cardholder must repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rate will continue to be charged on the outstanding balance until it is paid in full.

### **14. THEFT, LOSS OR MISUSE OF CARD**

**14.1** If the Card is lost or stolen or if you know or suspect that the PIN, Card number or other Card Security Details have been misused or are likely to be misused, then you must contact us as soon as you can. If such notification is received orally you may be required to provide further information in writing as part of our investigation. We can also ask you to provide further information to help us look into any unauthorised use of your Card, Pin or Security Details.

**14.2** Unless we can show that you acted fraudulently, that you allowed someone else to use your Card or Security Details, or that you wrote your Security Details down which resulted in theft on your Card, you will not have to pay anything if the misuse of your Card happened:

- before you received your Card or if it was impossible for you to know about the payment;
- after you notified us of loss, theft or unauthorised use or that the Card details might be known to someone else;
- as a result of the Card details being used by someone else but the Card was not lost or stolen (for example the Card was "cloned" or "skimmed" when you used it in an ATM or Payment Machine); or
- as a result of the Card or Security Details being used by someone else to make a payment by telephone, using a mobile device or online.

**14.3** Unless we can establish that you acted fraudulently, or you authorised the use of your Card by someone else, you will be liable for the first £35 of losses which occur during the period of unauthorised use of your Card which starts when your Card is in the possession of an unauthorised person and ends when you tell us about this, or when we recover possession of the Card (whichever is first).

**14.4** If we can show that you acted fraudulently or that you authorised the use of your Card by someone else, then you may be liable for all losses.

**14.5** If you need to tell us under Clause 14.1 that your Card is lost, stolen or likely to be misused, then you should contact us.

## **15. RETAILERS**

**15.1** In some cases a Retailer may need to ask us for authorisation for a particular Transaction. This can happen even if the amount of the Transaction would not cause you to go over your Credit Limit. The granting of any such authorisation has the effect of reducing the funds available to you at that time.

**15.2** We will not be liable for the refusal of any Retailer to accept or honour the Card.

**15.3** Your Card may be used to make payments in retail outlets with a compatible payment terminal or when you are not in the presence of a Retailer, for example, by telephone or on the internet. The way in which you authorise such payments may vary according to the functionality of your Card and the Retailer facility. The amount of the Transaction must be confirmed between you and the Retailer at the time of authorisation.

**15.4** If you are unable to use a PIN due to a disability or medical condition, please contact us.

## **16. DISPUTED TRANSACTIONS AND REFUNDS**

**16.1** If a Retailer gives you a refund in respect of a Transaction which you made using your Card we will credit the Account with the amount of the refund only when we receive the appropriate notification from the Retailer which is acceptable to us. We will charge you interest on the amount of the Transaction until we credit the amount of the refund to your Account.

**16.2** If you tell us that a Transaction debited to your Account is not correct, we will ask you for information to help us investigate. If we find that the Transaction is incorrect we will without delay refund the full amount of the Transaction and restore your Account to the position in which it would have been had the incorrect Transaction not taken place. If we do not agree that you are entitled to a refund we will tell you why.

**16.3** There are online services available that allow you to view your account and/or make payments using a third party service provider. If you sign up to one of these, then this means that information and instructions will move between us and them. If one of these services tells us that you have authorised a payment from your account, we have to treat that instruction as if it came from you. If it turns out that a transaction made through these services is executed incorrectly, then we will treat it the same way as set out above. The third party service provider has to refund us if it is their fault.

**16.4** If we receive evidence from a third party bank that an amount credited to your Account is not correct, we will protect the funds and give you 15 working days' notice before debiting the amount from your Account to be returned to the sender.

**16.5** If you authorised a Transaction and at the time you authorised the Transaction you did not agree a specific price, then you can request a refund from us if the amount you are charged for the Transaction is more than you reasonably expected, taking into account your spending patterns and other relevant circumstances. We will ask you for information to help us investigate your request for a refund. If we do not agree that you are entitled to a refund we will tell you why. We will normally tell you whether or not we agree that you are entitled to a refund within 10 working days of receiving your request for a refund or within 10 working days of receiving any information that we ask you for, whichever is the later.

**16.6** We do not have to agree a request for a refund under Clause 16.4 if any of the following apply:

- the Retailer with whom the Transaction was made is outside the European Economic Area (excluding the UK);
- you do not make your request for a refund within 8 weeks from the date on which the Transaction was charged to your Account;
- the reason that the Transaction is more than you reasonably expected is due to exchange rate fluctuations and you were told about the reference rate which would be used to calculate the exchange rate and this rate was applied to your Transaction;
- you authorised us directly to make the Transaction and you were provided with information about the Transaction at least 4 weeks before the date for payment.

## **17. ADDITIONAL CARDHOLDERS**

**17.1** If you ask us to do so, we may issue an additional Card and PIN to any person you nominate as an Additional Cardholder. The terms and conditions of this Agreement apply to the use of any additional Card and PIN. You are responsible for making sure that the Additional Cardholder keeps to the terms of this Agreement.

**17.2** All Transactions made by the Additional Cardholder will be charged to your Account and will be treated as having been made by you and all sums arising from such use will be payable by you. This will also apply in the event of a breach of the Agreement and you will have to pay interest, costs and charges under this Agreement in the same way as if you had breached the Agreement.

**17.3** We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. We may, and shall on your request, disclose to the Additional Cardholder details of the Account.

**17.4** An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Act

## **18. GENERAL**

**18.1** The Card may be used outside of the UK subject to limits and regulations which may be imposed by us or any social body from time to time.

**18.2** The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.

**18.3** We are not liable if we breach this Agreement due to abnormal and unforeseeable circumstances outside of our control. This may include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures or data processing problems. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. As you have entered into this Agreement with us as a consumer, we are not liable to you for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.

**18.4** If, at any time, we delay in exercising our rights under this Agreement or if we do not insist on our strict rights under this Agreement, this does not mean that we have waived our rights and we can exercise them in full on another occasion.

**18.5** We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.

**18.6** This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are ordinarily resident anywhere else.

**18.7** All communications with you will be in English. We may communicate with you in a range of ways by email or other electronic means unless you advise us otherwise.

**18.8** We may record or monitor phone calls between us and you or any Additional Cardholder so that we can check instructions and to make sure that we are meeting our service standards.

**18.9** We may transfer to any other person any or all of our rights under this Agreement or our duties (including our duty to lend to you). You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your Account will be serviced. If after any such transfer, the arrangements for servicing credit do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected, and your obligations will not be increased as a result. This Agreement is personal to you and you may not transfer any of your rights or duties under this Agreement.

**18.10** You must tell us immediately of any change to your residential address, mobile phone number and email address.

**18.11** You and any Additional Cardholder must be aged 18 or over and ordinarily reside in the UK. If your residential address changes to one outside the UK, we may without prior notice to you or any Additional Cardholders terminate your right to draw upon credit and close your account.

**18.12** The Card can only be used for personal use.

## **19. WITHDRAWAL**

**19.1** If we accept your application, you will have a period of time in which to withdraw from the Agreement. Please refer to your Agreement for further details. If you wish to withdraw from this Agreement, you must contact Customer Services.

**19.2** If you or any Additional Cardholder has used the Card(s), you will be required to repay the amounts outstanding which may include any interest due at the rate, or rates, provided for in the Agreement without delay and in any event no later than the end of the period of 30 days beginning with the day after the day on which you give your notice of withdrawal. If you do not withdraw from the Agreement within the requisite period, you will be bound by the terms of the Agreement which will continue unless terminated in accordance with Clause 12.

**19.3** If you fail to repay the sums detailed at Clause 19.2 within the requisite period, this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

## **20. USE OF YOUR INFORMATION - DATA PROTECTION**

**20.1** Details of how we will use your data and your right to information can be found in our Privacy Statement. See the reverse of your credit card for the website containing the Privacy Statement.

**20.2** The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by on our website.



## **21. ABOUT US**

Jaja Finance Ltd is authorised and regulated by the Financial Conduct Authority. See [www.fca.org.uk](http://www.fca.org.uk) for details.

## **22. COMPLAINTS, NOTICES AND REQUESTS**

If you have a complaint, you may contact Customer Services. We will start to look at your complaint when we receive it. Complaints sent by post take longer to reach us than electronic messages. If you cannot settle your complaint with us, you have the right to refer it to the Financial Ombudsman Service, more details on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also send notices or requests to Customer Services. Contact details can be found on our website.

# Transaction Information Box

| Transaction Type   | Procedure for Provision of Payment Information  | How you will provide us with Authorisation to make the transaction  | Withdrawal of Authorisation   | Transaction Execution Times                                    | Cut-off Times for Instructions                            |
|--|---|---|---|--|---|
| Balance Transfer   | You must provide us with the following information:<br>1) your name as shown on the credit card of the other lender<br>2) card number of your credit card with the other lender<br>3) amount to be transferred. | You can request a Balance Transfer by:<br>a) completing the details on your Card application form if applicable<br>b) by contacting our Customer Services team<br>c) through your app or online servicing if available. | You cannot stop a Balance Transfer after it has been made.  | Debited from your Account on the day the transfer takes place. | Normal banking hours                                      |
| Money Transfer   | You must provide us with the following information:<br>1) your your name as shown on your UK current account<br>2) sort code and account number of your current account<br>3) amount to be transferred.         | You can request a Money Transfer by:<br>a) completing the details on your Card application form if applicable<br>b) by contacting our Customer Services team<br>c) through your app or online servicing if available.   | You cannot stop a Money Transfer after it has been made.  | Debited from your Account on the day the transfer takes place. | Normal banking hours                                      |
| Card Transactions where you are present  | If the merchant has compatible technology you will be required to follow the instructions on the terminal. Otherwise the transaction will be confirmed using your signature.                                    | 1. By following the instructions on the terminal; or 2. Signature verification by the merchant.   | Once the payment has been confirmed, you cannot cancel the transaction.   | Debited from your Account on the same day as received by us.   | None – you can perform these transactions 24 hours a day. |
| Card Transactions where you are not present  | You must provide to the payee: 1) type of Card 2) your Card number 3) the start and expiry date of your Card 4) the three-digit security code from the reverse of the Card                                      | Providing your Card details to the payee.   | Once the payment has been confirmed, you cannot cancel the transaction.   | Debited from your Account immediately.                         | None – you can perform these transactions 24 hours a day. |
| Recurring Transactions on your Card*   | You must provide the supplier of the goods or services (the "Supplier") with authorisation to collect regular payments from your Account.   | Providing your Card details to the Supplier.  | To cancel this recurring transaction, you must contact the Supplier or alternatively contact our customer service team. | Debited on date agreed by you with the Supplier.               | As specified by the Supplier.                             |
| *These are a regular payment (other than a direct debit or standing order) collected from your card account, in line with your instructions. Recurring transactions are not covered by the Direct Debit Guarantee. |   |   |   |  |   |

# Transaction Information Box

| Transaction Type  | Procedure for Provision of Payment Information  | How you will provide us with Authorisation to make the transaction | Withdrawal of Authorisation   | Transaction Execution Times                   | Cut-off Times for Instructions                                    |
|---|---|--|---|---|---|
| Cash Withdrawals  | Presentation of your Card and entry of your PIN.  | Use of correct PIN with Card.                                      | Once the withdrawal has been made, you cannot cancel it.  | Debited from your Account immediately.        | None – you can perform these transactions at ATMs 24 hours a day. |
| Payments to your Account by Direct Debit  | You must provide us with a Direct Debit Instruction. This is covered under the Direct Debit Scheme. | A completed Direct Debit Instruction provided to us.               | To cancel a direct debit, you must contact our customer service team or your bank. You can also cancel within your app or online servicing account. | Debited on date agreed by you with us.        | Normal working hours.   |
| Payments to your Account by Standing Order  | You must provide your bank with authorisation to make payment(s) to us from your bank account.      | By providing authorisation to your bank.                           | To cancel a standing order, you must contact our customer service team or your bank.  | Debited on date agreed by you with your bank. | As specified by your bank.  |
| Card Transactions – You should contact us if you do not recognise a transaction which appears on your statement. We can also ask you to provide further information to help us look into any unauthorised use of your Card. |   |  |   |   |   |