Credit Card Terms & Conditions

You should read this document carefully. If you don't understand any part of it, please contact our Customer Services team for further information. Their contact details are on the website at jaja.co.uk.

1. Definitions

Certain words used in these terms and conditions have specific meanings. Those words are shown in bold where they are used as defined below.

Account Information Service Provider – a service provider, registered or authorised by the Financial Conduct Authority, which has your permission to access information about your credit card account.

Additional cardholder - any person you have asked us to give a credit card for your account (an additional card).

Agreement – the contract between **you** and us for your credit card account. This is made up of your credit card agreement and these terms and conditions.

Balance transfer – a payment made from **your account** to another organisation (except a credit card account with us or a company affiliated with **us**) to pay off or reduce the amount that **you** owe on that account, or a payment **we** receive from another organisation which reduces the amount **you** owe us.

Card reader – the machine **you** insert your credit card in, or tap with your credit card, to make a payment or receive a refund.

Cash advance - a transaction where you, or any additional cardholder:

- receive cash (for example, withdrawing money from an ATM or getting cash back when making a **purchase**);
- receive a cash substitute (for example, gambling stakes, casino chips, traveller's cheques, money orders, wire transfers or other cash alternatives);
- use a third-party company to arrange online payments between you and a retailer;
- buy currency;
- buy digital currency, including cryptocurrency such as Bitcoin); or
- buy company shares.

Cash limit - the maximum amount **you** can take in **cash advances** each month. Details of your **cash limit** can be found in the FAQ section of the website at jaja.finance/help. We can change your **cash limit** at any time.

Credit limit - the maximum amount you can spend on your account at any time.

Money transfer - an amount transferred from your credit card to a UK bank account in your name.

Payment-scheme exchange rate – is the exchange rate set by Visa or Mastercard at the time your **transaction** is processed.

Payment initiation service provider – a service provider, registered or authorised by the Financial Conduct Authority or any other regulated authority, which has your permission to make payments on your behalf.

Promotion – a special offer for all or some cardholders (for example an introductory offer, 0% balance transfer or 0% money transfer).

Promotional balance - means the amount you owe on your credit card for transactions made as part of a promotion.

Purchase – a payment made using your credit card (other than a **balance transfer**, **money transfer** or **cash advance**), generally to pay for goods or services.

Recurring payment – a regular payment (other than a Direct Debit or standing order) that a **retailer** authorised by **you** collects from **your account**, in line with your instructions. (Recurring payments are not covered by the Direct Debit Guarantee.)

Retailer - a supplier of goods, services or cash advances.

Security details – details **you** may need to provide to use your credit card, including your PIN (personal identification number), the card expiry date, and the 'CVV' number (sometimes referred to as the security number) that is generally near the signature strip on the back of the card. The security details you need to use may also include a one-time-passcode, a password, your fingerprint or other distinctive personal details or characteristics.

Transaction - any balance transfer, purchase, cash advance or money transfer.

We (us, our) – Jaja Finance Ltd, a company incorporated in England and Wales (company number 09797750) and any other person we transfer any of our rights and responsibilities under the **agreement** to. We are authorised and regulated by the Financial Conduct Authority (FCA). See www.fca.org.uk for details.

Working day - any day that is not a Saturday, Sunday or bank holiday.

You (your) - the named account holder who is responsible for paying the credit card bill.

Your account - your credit card account.

Your card – in these terms and conditions, 'your card' means your actual card, any card you keep in your e-wallet (that is, any card registered on your device so you can make contactless payments with that device), and any 'virtual' card (that is, a credit card number that is different from that on your credit card but is tied to the same credit card account).

2. Card

2.1 You must use your card only in line with the terms of the agreement. If we have a valid reason, we can change the terms of the agreement at any time, and you must keep to the amended terms. Please see clause 9 for more details.

2.2 Your card and PIN (personal identification number) must only be used by you. In these terms and conditions, when we refer to you using your card this means using it:

- to make a purchase or arrange a transaction online or over the phone;
- to make a **purchase** through a **card reader**; or
- to pay with a mobile device the card details are stored in (for example, paying with your mobile phone).

2.3 Any additional cardholder can only use the card issued to them, with their name on it.

2.4 Your card and the information in the chip embedded in it belong to us. This means that we or any person acting for us can cancel, stop or suspend your card, or ask you to return it, if you break the agreement. We can at any time keep your card or ask you to return it to us. At the end of the agreement, if we ask you to destroy your card you must do so immediately by cutting it in two down through the chip.

2.5 You must not try to use your card before the 'valid from' date shown on it or after:

- the 'expires end' or 'until end' date shown on it;
- you have reported the card as lost or stolen;
- we give you notice that the card has been withdrawn; or
- the **agreement** ends.

3. Protecting your account and security details

3.1 You must sign your card as soon as you receive it.

3.2 **You** must take all reasonable care to make sure that **your card** and **security details** are not lost, mislaid or stolen. **You** must also do everything that you reasonably can to keep your card number and your **security details** safe. **You** should not:

- write your PIN or other **security details** down in a way that is recognisable;
- share your card or security details with anyone, except to make a transaction;
- install our app onto a device that does not belong to you, or disable 'authentication' on your device, which would mean that the app could be compromised (able to be misused);
- · allow anyone else to access our app on your device;
- let anyone watch you enter your PIN into an ATM or card reader; or
- take photos or screenshots of your **security details**.

And when creating a PIN or password, do not use a sequence of letters or numbers that could be guessed easily.

3.3 You must not use your card or your account to do or buy anything that is illegal.

3.4 You must keep your card receipts safe and dispose of them carefully.

3.5 If **you** want a third party to be able to access information about your credit card account or make payments on your behalf, **you** must use an authorised **account information service provider** or payment initiation **service provider**.

3.6 You must:

- keep to any new or improved security measures **we** may tell **you** about from time to time;
- contact us immediately if you think anyone else has unlawfully accessed your account or used your card; and
- co-operate with us and the police to recover lost or stolen cards and to investigate any unauthorised access to your account or unauthorised use of your card.

3.7 You must make sure that any **additional cardholder** takes the same precautions to protect their card and **your account**.

3.8 If **you** cannot use a PIN due to a disability or medical condition, please contact our Customer Services team.

4. Using your account

4.1 **Transactions** using **your card** may be authorised using a combination of our app, **your card** and your **security details**, or in other ways **we** tell **you** about from time to time.

4.2 Any **transaction** you make in a currency other than sterling will be converted into sterling at the relevant **payment-scheme exchange rate**. See the summary box at the end of these terms and conditions for more information.

4.3 You must not go over your **credit limit**. We can decline **transactions** that would cause you to go over your **credit limit**.

4.4 If **we** choose to authorise a **transaction** that would cause you to go over your **credit limit**, **you** will have to pay the relevant over-limit fee (as set out in the summary box and the **agreement**) and make a payment to bring **your account** within the limit. **You** should not use **your card** until **you** have brought **your account** within the limit.

4.5 You cannot stop a **balance transfer**, **purchase**, **cash advance** or **money transfer** after it has been made. If **you** want to query a transaction, please see clause 16 for further details.

4.6 **You** cannot have a credit balance on **your account**, so **you** should not make payments that would put the account in credit (that is, **you** should not pay in more than **you** owe). You must immediately request a refund or spend an amount equal to the credit balance.

4.7 If **you** instruct us to make any payments to or from **your account** but **you** give us incorrect or incomplete payment details, this may result in a delay in any payments being applied to **your account**. If we cannot identify **your account** to make a payment to it by the date the payment is due, this may result in you having to pay a default charge.

4.8 **We** may make updates to the app and our website, which may make them unavailable for a period of time. **We** cannot always give **you** notice of this, but we will aim to minimise any disruption.

4.9 Whenever possible you should use our app to manage your account and get in touch with us. Occasionally we will make new versions of the app available. If **you** do not update your app to the latest version, certain features may be not be available to **you** or the app may be slower than normal. **We** are not responsible for any problems **you** experience when using the app if **you** do not update to the latest available version.

4.10 **You** may be asked to verify **purchases** through our app. If **you** cannot verify a **purchase we** may not authorise the payment.

5. Balance transfers and money transfers

5.1 We can refuse to make a **balance transfer** or **money transfer**, or limit the amount of the transfer, 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 at least £100 and should not result in **you** going over 95% of your **credit limit**. You should check the maximum limits before **you** make 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**. From time to time **we** may offer **promotions**, which a different fee or interest rate may apply to. We will tell **you** the fee, interest rate and **other** important conditions before you accept the **promotion**.

5.3 It may take up to three weeks to process a **balance transfer** or **money transfer**. You should continue to make payments to the other credit card account or lender (if appropriate) until the **balance transfer** or **money transfer** shows on your account with the lender.

5.4 Any **promotion you** are accepted for is valid only if **you** keep to the **agreement**. If **you** do break the agreement (for example, if **you** fail to make the minimum monthly payment by its due date or **you** go over your **credit limit**), **we** may remove any **promotion** and the standard interest rate at the time will apply to your **promotional balance**.

5.5 At the end of period of any **promotion**, the standard interest rate at the time will apply to any transferred amount **you** have not paid off.

5.6 **We** will tell **you** about any different fee or interest rate that applies to **balance transfers**. **We** may tell **you** this by email or other electronic method.

5.7 We will tell **you** if **you** are eligible for a **money transfer**. We may tell **you** this by email or other electronic method. We will also tell you about any fees or interest that apply.

6. Instalment plans

6.1 From time to time we may offer **you** an instalment plan which allows **you** to pay off a balance in monthly instalments over a period of time. **We** will tell **you** the fee, interest rate and important conditions before **you** take up the offer.

6.2 If **you** have an instalment plan on **your account**, the monthly instalment will be the total balance the instalment plan covers divided by the number of months the plan is for.

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

6.4 **We** will cancel any instalment plan on **your account** if **you** don't pay the minimum monthly payment, including the agreed monthly instalment, for two months in a row. If **we** do this, the standard interest rate at the time will apply to the remaining overdue balance the instalment plan is for.

6.5 If an instalment plan is cancelled, the amount **you** owe on it will become part of the overall amount **you** owe on **your account** and which **we** use to calculate minimum payments and interest.

7. Fees and charges

7.1 The amounts of our fees and charges, and when they will be charged to **your account**, are shown in the **agreement**.

7.2 Under clause 9, Changes, **we** may increase or decrease any fee or charge set out in the **agreement**, or introduce a new charge in connection with the **agreement**, at any time.

8. Interest

8.1 Every day, we use your balance to work out how much interest to charge you.

- **a.** We charge interest on **cash advances** from the day of the **transaction**.
- **b.** You won't pay interest on **purchases** if you pay off the full balance for **purchases**, as shown on your statement, by the due date. If you don't pay off the full **purchase** balance by the due date, we will charge interest from the date the amount of each **purchase** was added to **your account**.

8.2 **We** calculate interest on the day of your monthly statement using the 'simple' interest rates shown on that monthly statement.

8.3 If **you** don't pay your balance in full each month, **we** will charge interest on the outstanding balance plus the interest charged on it – so **you** will pay interest on interest. (This type of interest is called 'compound interest'.)

8.4 **We** don't charge interest on overlimit fees, or default fees, for at least 29 days from the date they are shown on your monthly statement.

9. Changes

9.1 We may at any time change:

- your credit limit;
- your cash limit;
- the rates of interest we apply;
- the amount of any charge or fee under the **agreement**; and
- any other term of the **agreement** (including adding new terms or removing existing terms).

9.2 Changes in interest rates, your **credit limit** or any of our charges or fees may apply only to **you** and may be based on a number of factors that indicate that your previously agreed **credit limit** may no longer be affordable to **you** (for example, your credit record, whether you are keeping to the terms of the **agreement**, or the way **you** use **your card** and **your account**). Any changes in interest rates, charges or fees will be proportionate to the effect the change has on us.

9.3 In addition to the changes mentioned at 9.2 above, **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 the companies we offer our products and services through
- Changes in the costs of maintaining your account
- Keeping to any legal or regulatory requirements, 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 \boldsymbol{we} already offer \boldsymbol{you}
- · Correcting any genuine mistakes or making the terms of the agreement clearer or more favourable to you

9.4 **We** may also make changes for any other valid economic, business, regulatory or legal reason. If **we** do, **you** can end the **agreement** without any additional charge. Please see clause 13.2 for further details.

9.5 Before increasing or decreasing your **credit limit**, **we** will carry out appropriate checks. If **you** do not want us to increase your **credit limit**, **you** can ask us not to do so. **You** can ask us to only increase your **credit limit** after getting your permission, or to not offer **you** increases in your **credit limit**. Before **we** increase your **credit limit**, **we** will assess your credit risk based on our own records and possibly the records held by credit-reference agencies.

9.6 We will tell you about any changes (including any changes in interest rates and your credit limit) by:

- showing the change in your monthly statements; or
- sending **you** written notice by post or electronically (including by email, through our app, through your online servicing account or by text message).

9.7 Except for changes to your **credit limit**, if a change **we** make benefits **you**, **we** can make the change immediately and will tell **you** about it within 30 days.

9.8 Except for changes to your **credit limit** or interest rates, if a change that **we** make is not in your favour, **we** will give **you** at least 30 days' notice of the change. **You** can then choose, within 60 days of being told about the change, to give us notice to close **your account**. **You** should do this by contacting our Customer Services team. Their contact details are on the website at jaja.co.uk.

9.9 If **we** increase your **credit limit**, **we** will give **you** at least 30 days' notice of the increase. If **we** reduce your **credit limit we** will do so straight away when any of the circumstances set out in clause 12.2 apply. Your new **credit limit** will not be lower than the outstanding balance.

9.10 Except for changes caused by a movement in the Bank of England Bank Rate, or at the end of an introductory rate or promotional interest rate, **we** will give **you** at least 30 days' notice of any change in interest rate. **We** will only increase the interest rate if **we** have a valid reason. See clause 8, Interest, for further details on changes caused by a movement in the Bank of England Bank rate.

9.11 **You** are entitled to reject any increase in your interest rate, or any change to the terms of the **agreement**, as explained in clauses 13.2 and 13.3.

10. Payments to your account

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

- a. If the amount **you** pay does not cover the full outstanding balance, **we** will use it to first pay off amounts which attract the highest rate of interest, and to amounts carried forward from previous statements, before allocating any remainder to other amounts applied to **your account**. If **you** have more than one **promotional balance** with the same interest rate, **we** will apply your payment first to the balance of the **promotion** that ends first.
- b. If the amount **you** pay is greater than the full balance of your monthly statement, **we** will apply any overpayment to **transactions** that have not yet appeared on your statement, in the same order as shown in a above.

10.2 The FCA requires us to monitor **your account** and will contact **you** if, over a prolonged period, your repayments are going more towards fees, interest and charges than towards your balance. If this continues, **we** are also required to ask for additional or larger payments, or to take other action to make sure **you** pay off your outstanding balance over a reasonable period and in a way that is affordable for you. Depending on your personal circumstances or your response to our correspondence, we may be required to suspend your account until your outstanding balance is paid off.

10.3 You can make payments in a range of ways, including by Direct Debit, to help you make at least your minimum payment on time each month.

10.4 We do not accept payments from non-UK accounts (including from non-UK debit cards), or from business accounts or credit cards.

11. Statements

11.1 We will choose the date of your first statement.

11.2 Your statements will show all debits and credits to **your account** since the date of your last statement. Statements will be issued each month and will be available for **you** to view in your app or online servicing account. **We** may also send you statements by post, or by email or other electronic method (if **we** have your permission).

11.3 **We** will not issue a statement for any month during which no debits or credits were added to **your account** or **you** did not have any balance due to be paid.

11.4 **You** are responsible for checking your statement each month and for keeping your email address up to date to receive reminders by email. If **you** think your statement is wrong, **you** must tell us as soon as possible.

12. Restriction on the use of your card

12.1 We may, without giving notice and if we consider it reasonably necessary:

- refuse to allow any type of transaction;
- suspend or restrict **your account**;
- withdraw your card;
- refuse to replace your card;
- reduce your credit limit; and
- close your account.

If **we** do any of these things, the **card reader** (if appropriate) will show that a transaction has been declined or **we** may contact **you** using the contact details **we** hold for **you**.

12.2 We can take any of the actions specified in 12.1 above if any of the following apply.

- You or any additional cardholder have broken the agreement.
- You have not paid your minimum payment and any overdue amounts by the due date shown on your statement.
- We have good reason to believe that you are in, or are at significant risk of getting into, financial difficulties.
- You are (or may become) bankrupt or otherwise unable to pay off your debts.
- You have died.
- You or any additional cardholder are using your card for business purposes.
- We have good reason to suspect unauthorised use of **your account**, or fraud, theft or dishonesty relating to **your account**.
- There is a change in your personal circumstances, behaviour or spending which indicates that the **credit limit** we previously agreed with **you** may now be too high for **you**.
- We find that any information you have given us was inaccurate or misleading.
- Your account is being used for a purpose that could reasonably be considered to damage our reputation.
- You have not used your account for 12 months or more.
- You have more than one credit card agreement with Jaja Finance Ltd
- We have any legal, regulatory or other justifiable reason.

13. Ending the agreement

13.1 You can end the agreement at any time by telling us and paying off the full outstanding balance on your account.

13.2 If **we** make a change to any term of the **agreement** (except for any change of interest rate as a result of a movement in the Bank of England Bank Rate), and the change is not in your favour, **you** can close **your account** and pay off the full outstanding balance at the existing interest rate. If **you** want to do this, **you** must write to us within 60 days of the date on which **we** first told **you** about the change.

13.3 **We** can end the **agreement** at any time by giving you at least two months' written notice. The **agreement** will then end, and **your account** will close, at the end of the two-month period (beginning on the day after the day **we** give **you** notice).

13.4 If there are exceptional circumstances, or **you** have broken the **agreement**, **we** can end the **agreement** and close **your account** immediately without giving any notice.

13.5 If **you** break the **agreement** and this results in us needing to send you a default notice (a letter instructing **you** to bring your payments up to date), **we** will do so in line with the Consumer Credit Act 1974.

13.6 When the **agreement** ends for any reason, **you** must pay off the full outstanding balance on **your account**. If **you** don't, **we** will continue to charge interest on the outstanding balance until **you** pay it off.

14. Theft, loss or misuse of the card

14.1 If **your card** is lost or stolen, or if **you** know or suspect that the PIN, card number or other **security detail** has been (or is likely to be) compromised, **you** must contact us as soon as **you** can. If **you** contact us by phone, **you** may need to provide further information in writing. **We** can also ask you to provide further information to help us look into any unauthorised use.

14.2 You will not have to pay anything for misuse that happened:

- before you received your card;
- · when it was impossible for you to know about the payment;
- after you told us about the loss, theft or unauthorised use, or that someone else might know your security details;
- as a result of your **security details** being used by someone else when **your card** was not lost or stolen (for example, if your card was 'cloned' or 'skimmed' when you used it in an ATM or **card reader**); or
- as a result of **your card** or **security details** being used by someone else to make a payment over the phone, online, or using a mobile device that **your card** details are stored on.

14.3 You will be liable for misuse of your card if we can show that you:

- acted fraudulently;
- allowed someone else to use your card or security details; or
- shared your **security details** or failed to protect them.

14.4 Except where clause 14.5 below applies, **you** will not be liable just for losses which occur during the period of unauthorised use of **your card**. That period starts when an unauthorised person gets **your card** and ends when:

- you tell us about this; or
- we recover your card;

whichever is first

14.5 If **we** can show that **you** acted fraudulently or negligently, you knew that **your card** was lost or had been stolen and **you** didn't report it to us, or **you** allowed someone else to use **your card**, **you** may be liable for all losses.

14.6 If **you** notice unauthorised **transactions** on **your account you** must get in touch with us as soon as possible. **We** will not refund any unauthorised **transactions** if you tell us about them 13 months or more after the date the unauthorised **transactions** left **your account**.

15. Retailers

15.1 In some cases a **retailer** may need to ask us to authorise a particular **transaction**. This can happen even if the amount of the **transaction** would not cause you to go over your **credit limit**.

15.2 We will not be liable for any retailer not accepting your card.

15.3 You can use your card in person through a retailer's card reader, or online or over the phone.

15.4 In some instances a **retailer** may need to temporarily hold an amount until the **transaction** you're making has been completed. Any part of that amount that is not used will be returned to you once we've received confirmation of the final transaction amount.

16. Disputed transactions and refunds

16.1 If a **retailer** gives **you** a refund of a **transaction** which **you** made using **your card**, **we** will not credit **your account** with the refund until **we** receive it from the **retailer**. **We** will charge **you** interest on the amount of the **transaction** until the refund is credited 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 refund the full amount of the **transaction**, and restore **your account** to the position it would have been in if the incorrect **transaction** had not taken place, as soon as possible. If **we** do not agree that **you** are entitled to a refund, **we** will tell **you** why.

16.3 There are online services that allow **you** to view **your account** or make payments using a third- party service provider. If **you** sign up to one of those services, **we** will share information and instructions with the provider. If the service 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 the third-party service was carried out incorrectly, **we** will treat it the same way as set out in clause 16.2. The third-party service provider has to refund us if it is their fault.

16.4 If a third-party bank gives us evidence that an amount credited to **your account** is not correct, **we** will give you 15 **working days**' notice before **we** debit **your account** and return the amount to the bank.

16.5 If **you** authorised a **transaction** and did not agree a specific price at the time, and the amount **you** are charged for the **transaction** is more than **you** reasonably expected (taking account of your spending patterns and other relevant circumstances), **you** can ask us to refund the amount. **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 to a refund within 10 **working days** of receiving your request or within 10 **working days** of receiving any information **we** ask **you** for, whichever is later.

16.6 We do not have to agree to your request for a refund under clause 16.5 if any of the following apply.

- The **retailer** is outside the UK or the European Economic Area.
- You do not make your request within eight weeks from the date the transaction was charged to your account.
- The reason that the **transaction** is more than **you** reasonably expected is due to exchange rates and **you** were told how the exchange rate would be chosen.
- You directly authorised us to make the **transaction** and **you** were given information about it at least four weeks before the payment was charged to **your account**.

16.7 **Transactions** made through a third-party company that arranges payments between you and a retailer are not direct **transactions** from your card. These are not protected by us. This means that if a supplier breaks their agreement with **you**, **you** will only be able to make a claim against the supplier and not us.

17. Additional cardholders

17.1 If **you** ask us to, **we** may issue an additional card and PIN to any person **you** nominate as an **additional cardholder**. The terms and conditions of the **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 the **agreement**.

17.2 Any additional cardholder must be aged 18 or over and have their main or only home in the UK.

17.3 All **transactions** made by the **additional cardholder** will be charged to **your account** and treated as having been made by **you**. **You** will be responsible for paying the amounts of the **additional cardholder's transactions**.

17.4 If an additional cardholder breaks the agreement, you will have to pay any interest, costs and charges that arise

as a result.

17.5 We can cancel an additional card at any time we receive a written request from you or the additional cardholder. We may give the additional cardholder details of your account.

17.6 **Additional cardholders** do not have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the **agreement**.

18. General

18.1 **Your card** can be used outside the UK, but only in keeping with any limits and regulations set by us or any official body from time to time.

18.2 **We** are not liable if we cannot meet our obligations under the **agreement** due to circumstances beyond our control. This may include delays or failures caused by strikes and industrial action, technological faults and failures or dataprocessing problems. **We** are also not liable if **we** break the **agreement** as a result of meeting requirements under English, Scottish or Northern Irish law. As **you** have entered into the **agreement** with us as a consumer rather than business, **we** are not liable to **you** for any business costs or losses **you** may suffer, such as loss of profit or business opportunity.

18.3 If, at any time, **we** delay in exercising our rights under the **agreement**, or if **we** do not insist on **you** meeting any of your obligations under the **agreement**, this does not mean that **we** have given up our rights and we can exercise them in full in the future.

18.4 We may give details of your account to any person acting as our agent in connection with your account.

18.5 The **agreement** and any dealings with **you**, including any before the start of the **agreement**, will be governed by and interpreted in line with Northern Irish law (if **you** normally live in Northern Ireland), Scottish law (if **you** normally live in Scotland) or English law (if **you** normally live anywhere else).

18.6 All our communications with **you** will be in English. **We** may communicate with **you** in a range of ways, including by email or other electronic method.

18.7 We may record or monitor phone calls and online 'live chat' conversations between us and **you** or any **additional cardholder** so that **we** can check instructions and make sure we are meeting our service standards.

18.8 **We** may transfer any or all of our rights and obligations under the **agreement** to any other person. **We** would tell **you** about the transfer as soon as reasonably possible, unless it does not change the way **your account** will be managed. If the transfer will change any aspect of how **your account** is managed, **you** will be told on or before the first time the change affects **you**. Your legal rights will not be affected.

18.9 The agreement is personal to you and you cannot transfer any of your rights or duties under it to anyone else.

18.10 **You** must tell us promptly about any change to your home address, mobile number or email address. If **you** don't update your details, **we** won't be responsible if **we** can't contact you or **we** send information using your previous contact details.

18.11 **You** must promptly tell us about any change in circumstance which may affect your ability to manage **your account** or make at least your minimum payment on time each month. Changes to your personal circumstances could include your health deteriorating, an illness or injury, or a life event such as a death or relationship breakdown.

18.12 **You** must be 18 or over and have your main or only home in the UK. If **you** no longer live in the UK, **we** may, without giving notice, end the **agreement** and close **your account**.

19. Withdrawing from the agreement - cooling-off period

19.1 Once we have accepted your application for a credit card, **you** will have 14 days (the cooling-off period) to withdraw from the **agreement**. Further details of this are given in the copy of the credit card **agreement you** received when **you** applied for **your account**. If **you** want to withdraw from the **agreement**, **you** must contact our Customer Services team. The contact details are on our website at jaja.co.uk.

19.2 If **you** have used **your card** (or an **additional cardholder** has used their card), **you** will need to pay the amounts due, which may include interest, no later than the end of the cooling-off period (which begins the day after the day **you** give your notice to withdraw from the **agreement**). If **you** do not withdraw from the **agreement** within the cooling-off period, **you** will be bound by the terms of the **agreement** until **you** or **we** end it as set out in clause 12.

19.3 If **you** fail to repay any amount charged to **your card** or an additional card during the cooling-off period, **you** will be considered to have broken the **agreement** and **we** may recover the amounts owed by **you** as a debt.

20. Data protection

20.1 Details of how **we** will use your personal information and your rights under data-protection law are given in our Privacy Notice, which is available on the website shown on the back of **your card**. Or you can read the Privacy Notice through your app.

20.2 **We** will share the personal information **we** collect from **you** with fraud-prevention agencies. They will use it to prevent fraud and money laundering, and to check your identity. If fraud is detected, **you** could be refused certain services, finance or employment. Further details of how fraud- prevention agencies will use your personal information are given on our website shown in clause 21 below.

21. Contacting us

If **you** have a complaint, **you** need to give us notice, or **you** want to make a request or give an instruction, **you** will need to contact our Customer Services team. Their contact details are on our website at jaja.co.uk.

If you make a complaint, **we** will start to look in to it as soon as **we** receive it. If **you** cannot settle your complaint with us, **you** have the right to refer it to the Financial Ombudsman Service. There are more details on their website at www.financial-ombudsman.org.uk.

Transaction Information Box

Type of Transaction	What you need to provide	How you will authorise the transaction	Stopping the transaction	Timescales
Balance transfer	 You must give us the following information. Your name, as shown on your credit card from the other lender The card number of your credit card or store card from the other lender The amount to be transferred 	 You can ask for a balance transfer: By contacting our Customer Services team; or Through our app or your online servicing account (when available). 	You cannot stop a balance transfer after you have arranged it.	You will need to make your request during normal banking hours, and the transfer will be debited from your account on the day the transfer takes place.
Money transfer (if you are eligible for one)	 You must give us the following information: Your name, as shown for your UK current account. The sort code and account number of your UK current account. The amount to be transferred. 	 You can authorise a money transfer: By contacting our Customer Services team; or Through our app or your online servicing account. 	You cannot stop a money transfer after it has been arranged.	You will need to make your request during normal banking hours, and the transfer will be debited from your account on the day the transfer takes place.
Card payments through a card reader	You will need to follow the instructions displayed on the card reader , or confirm the payment with your signature.	You will authorise the payment when you have followed the step shown by the card reader or signed a slip provided by the retailer.	Once the payment has been confirmed, you cannot cancel the transaction .	The amount of the payment will be debited from your account on the same day as we received the authorisation you gave the retailer .
Transaction carried out online or over the phone	 You will need to state: The type of card; Your Card number; The start date and expiry date of your card; and The three-digit security code from your card. 	You authorise the payment when you provide the necessary details.	Once the payment has been confirmed, you cannot cancel the transaction .	The amount of the payment will be debited from your account immediately.

Type of Transaction	What you need to provide	How you will authorise the transaction	Stopping the transaction	Timescales
Recurring payments	You must provide the supplier of the goods or services authorisation to collect regular payments from your account .	You authorise the payment when you give the supplier your card details.	To cancel this recurring payment , you must contact the supplier or our Customer Services team.	The payments will be debited from your account on the date you agree with the supplier.
Withdrawals from ATMs	You will need to type in your PIN.	You authorise the payment when you use the correct PIN.	Once the withdrawal has been made, you cannot cancel it.	The withdrawal will be debited from your account immediately.
Payments to your account by Direct Debit	You must give us a Direct Debit instruction.	Your filled-in Direct Debit instruction authorises us to collect payments from your UK current account.	To cancel a Direct Debit, you must contact our Customer Services team or your bank. You can also cancel through our app or your online servicing account.	We will collect the payments from your current account on the date you agree with us.
Payments to your account by standing order	You must provide your bank with authorisation to make payments to us from your current account.	The instructions to your bank authorise the payments to us.	To cancel a standing order, you must contact our Customer Services team or your bank.	Payments will be made to your account on the date you agree with your bank.



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