

GENERAL TERMS AND CONDITIONS

1. The card

1.1 These terms and conditions apply to any holder of this card ('the card'). By using your card, you are demonstrating your agreement to these terms and conditions.

1.2 The card is promoted by UAB CREDITCO (co-brand partner) and issued by Wirecard Card Solutions Limited Registered Office: 3rd Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ. Registered in England No. 07875693. Authorized and regulated in the UK by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900051).

1.3 You will apply for a card in a stated currency. All references to that currency in these terms and conditions are relevant to you.

1.4 The card is an e-money product, and as such it is not covered by the Financial Services Compensation Scheme. In the unlikely event that Wirecard Card Solutions Ltd becomes insolvent, your funds may become valueless and unusable, and as a result you may lose your money.

1.5 These terms and conditions are available online at www.creditco.lt. You can request a copy of these terms and conditions at any point in their duration.

2. Definitions

In these terms and conditions, the following words and phrases have the meanings shown next to them:

ATM – means automatic teller machine or cashpoint facility or cash dispenser;

Business day – means a day between and including Monday to Friday, between 9am and 5pm (UK time) except for bank or public holidays in England and Wales;

Card – means your HERCUS Prepaid Card (including replacement card);

Card scheme – means Mastercard®;

Fees – a variety of charges that can be raised for purchase and ongoing use of the card;

PIN – means personal identification number i.e. the security number provided for use with the card;

Purse value – means the maximum value of funds that can be held with the card any one time;

Supplier – a retailer, merchant or other supplier of goods and/ or services which accepts payment by means of a card, card number, PIN or card and signature;

Summary Box – The section that includes notification of charges, limits and restrictions associated with the card;

Supplier's bank – the merchant acquirer used by the supplier for the purposes of receiving payments arising from transactions.

HERCUS Prepaid Card – means a card with the features set out in condition 3;

Verification of identity – means confirming personal identity and address of you by conducting electronic verification of your details or by you providing documentation of identity;

We / us / our – means Wirecard Card Solutions Limited or co-brand partners acting on our behalf;

Year – 12-month period following the date when the card is issued to you and each subsequent 12-month period.

You / your – means the person or persons who have received the card and are authorized to use the card as provided for in this General Term and Conditions;

Service Provider – Bank, E-money Institution, Payment Company, Credit Company or any other Company, which has signed an agreement with UAB Creditco to issue HERCUS Prepaid Cards.

3. Loading the card

3.1 The card can be loaded only by your Service Provider.

3.2 If the Issuer receives the funds on a business day, your card will be updated with the amount on the same business day. If the Issuer receives the funds on a day that is not a business day, the Issuer will update your balance on the next business day.

3.3 When funds are loaded onto your card, the payment is made in the same currency as that of your card.

4. Use of the card

4.1 The card is a prepaid product which can be used to pay for goods and services at retailers that display the Mastercard Acceptance Mark. To use the card, present it at the time of payment. Use it in full or part payment of your purchase.

4.2 When you receive your card, Service Provider will load the card with funds and will send you an SMS if the card is activated and ready for use.

4.3 You must not make purchases that exceed the balance of funds available on the card. Your balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the card limits in force from time to time and set out in Summary Box (e.g. ATM withdrawal limit) the transaction will be declined.

4.4	You can use the card to make purchases in-store and via the internet. The card can be used to obtain cash through ATMs. There is no cash back facility. This is not a debit card supported by a bank account, and is not in any way connected to a bank account. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card. You must not use the card for:
4.4.1	transactions for cash (other than ATM withdrawal) including for example money orders, traveler's cheques, foreign exchange, or bureau de change, or
4.4.2	any illegal purposes.
4.5	Payment transactions for unknown amounts. For card-based payment transactions where you do not know the exact amount of the payment transaction at the time you authorize it, we will not block funds on your payment instrument unless you authorize the exact amount to be blocked. This could be the case for payments you make at hotels or at fuel stations for example. We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.
4.6	Your card cannot be used in situations where it is not possible for the supplier to obtain online authorization that you have sufficient balance for the transaction. For example: transactions on trains, ships, and some in-flight purchases.
4.7	We may stop, suspend or restrict your card or PIN on reasonable grounds relating to:
4.7.1	the security of your card, card number or PIN, and
4.7.2	the suspected unauthorized or fraudulent use of your card or PIN. We will, if possible, inform you before stopping, suspending or restricting your card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so.
4.8	We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the card. We are not liable for the failure of any merchant to honor the card.
4.9	We will not issue the main card under these terms and conditions to anyone under the age of 18 years old.
4.10	The funds have been loaded to the card by Service Provider and remain under their ownership until they are spent by you. The terms of this arrangement are covered in a separate agreement between you and the Service Provider. There may be situations where the Service Provider can recall the funds from the card in the event of your agreement with them being breached in any way.

5. Transactions	
5.1	You agree that any use of your card, card number or PIN constitutes your authorization and consent to a transaction.
5.2	The time of receipt of a transaction order is when it is received by us. If a transaction order is received after 11:59 pm on a business day then it will be deemed to have been received on the next business day. If receipt does not fall on a business day then it will be deemed to have been received on the next business day.
5.3	You cannot stop a transaction after it has been transmitted to us by giving your consent to the transaction, or once you have given your consent to the supplier for a pre-authorized payment.
5.4	We may refuse a transaction or suspend or terminate the right to top up your card. We may do this if the relevant phone or computer link is busy. We may also do this if:
5.4.1	a transaction might take you over your available funds on the card; or
5.4.2	a transaction might take you over any of your card limits; or
5.4.3	We reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued, or
5.4.4	We reasonably believe that there are needs to do so to comply with any law or as a matter of good practice.

6. Foreign currency transactions	
6.1	The card can be used for transactions which are not in the currency of the card.
6.2	If you have a payment instrument which allows you to make overseas payments, the way we treat payments made to payment service providers outside the European Economic Area (EEA) will change as will payments in non-EEA currencies to payment services providers within the EEA and unless stated otherwise, your terms and conditions will apply equally to such payment transactions. You'll no longer be able to pay charges for anyone you're making a payment to within the EEA (regardless of the currency of the transfer). The European Economic Area (EEA) includes all the member states of the European Union, Iceland, Norway and Liechtenstein.
6.3	If you make a transaction in a currency other than the currency of the card we will change the amount into the currency of the card at the wholesale market rate or any rate that a government may set.
6.4	Exchange rates may change, and the exchange rate which applies on the date that you make your transaction may not be the same as the exchange rate we use on the date that we convert the transaction charge and deduct the service charge from your balance. The exchange rate applied will include this service charge. You can check the exchange rate used as described in condition 7. Your online statement will show the exchange rate and service charge.

7. Checking your balance and Statements	
7.1	To check the available balance on your card:
7.1.1	At ATM's;
7.1.2	Review your transactions and check available balances please visit www.creditco.lt
7.1.3	Call +370-626-68977 on working hours.

7.2	You can decide whether information about your payment instrument should be actively provided by us (e.g. in a monthly statement sent to your email address) or instead made available for you to obtain (e.g. via your online account, without an accompanying email notification).
8. When your card expires	
8.1	The card's expiry date is printed on the card. You must not use the card after its expiry date
8.2	If you have used your card in the period of two weeks before its expiry date we will send you an email to inform you that we will automatically transfer the outstanding balance to a new card. The new card will be issued to you free of charge and sent to you at the address you have given us under condition 15.3 within two weeks of the expiry date. Tell us if you do not want your card to be renewed. To do this, contact us on +370-626-68977.
8.3	If your card has not been used in the eight weeks prior to its expiry date, you will be sent an email asking if you want to replace that card and keep any existing balance on it. If you request that we do this, you will be issued with a replacement card within two weeks. A replacement card fee may apply (see Summary Box).
8.4	If you renew your card in circumstances under conditions 8.2 or 8.3 this agreement will continue to apply.
8.5	If you request that your card is not renewed under condition 8.2 and 8.3 or do not request a replacement under condition 8.4, you will not be able to use it after its expiry date. Outstanding balance on the card will be returned to Service Provider.
9. Redemption	
9.1	You can redeem all or part of your card balance by calling us on +370-626-68977 up until the expiry date shown on your card. We will transfer any redeemed funds into a bank account which is in your name. We may request proof from you of the account name.
9.2	You will be charged a fee (see Summary Box) to cover redemption costs on each occasion that you redeem if you redeem all or part of your balance at the following times:
9.2.1	where redemption is requested before termination of the contract;
9.2.2	where the e-money holder terminates the contract before any agreement termination date; or
9.2.3	where redemption is requested more than one year after the date of the termination of the contract.
9.3	You will be reminded of this fee before redemption. Please note that if your balance is equal to or less than the amount you want to redeem in the circumstances listed above, the fee will equal your balance which will be reduced to zero.
9.4	You will not be charged a fee for redemption if:
9.4.1	we terminate this agreement, or
9.4.2	if the request for redemption is at termination of the contract or up to one year after that date.
10. Additional cardholders	
10.1	No additional cardholders are issued cards with access to your balance.
11. Liability	
11.1	You must sign your card as soon as you receive it and keep it safe. You must always make sure that you:
11.1.1	do not allow anyone else to use your card;
11.1.2	do not reveal your PIN and never write down your password(s), PIN or any security information you have given us unless you do this in a way that would make it impossible for anyone else to recognize any of that information;
11.1.3	only release the card, card number or PIN to make (or try to make) a transaction, and
11.2	If your card is lost or stolen or someone else finds out the PIN or if you think your card, card number or PIN may be misused, you must:
11.2.1	Call us without undue delay on +370-626-68977 so that we can stop your card and PIN;
11.2.2	if we ask, write to us within seven days to confirm the loss, theft or possible misuse (the address is Raitininku str. 2c-5, Vilnius LT-09232, Lithuania), and
11.2.3	stop using the card, card number or PIN immediately. If you find the card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.
11.3	If your card, or any replacement card, is lost or stolen, once you have reported it you can request a replacement by calling +370-626-68977. We will charge a fee for the replacement card. This is set out in the Summary Box.
11.4	You may not be liable for any use of the card, card number or PIN by another person who does not have your permission to use it or if it is lost, stolen or destroyed, unless:
11.4.1	you agreed to that person having your card, card number or PIN, or through gross negligence or carelessness, failed to comply with condition 11.1, in which case you may be liable for any use that occurs before you tell us in accordance with these terms and conditions, or
11.4.2	you acted fraudulently then, to the extent permitted by law, you may be liable for misuse of the card, card number or PIN.

11.4.3	you have acted fraudulently or with intent or gross negligence, you will only be liable for a maximum of £35 (or the equivalent in the currency of your payment instrument) up until the time you inform us that your payment instrument has been lost or stolen. You will not be liable for any losses which occur on your payment instrument after you have informed us that it has been lost or stolen. If you're due a refund for an unauthorized transaction, we'll make sure you receive this no later than the end of the next business day.
11.5	If your card is used without your permission, or is lost, stolen or if you think the card may be misused, we may disclose to law enforcement agencies, any information which we reasonably believe may be relevant.
11.6	We will not be liable for:
11.6.1	any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems which happens for reasons outside our reasonable control or any industrial action which happens for reasons outside our reasonable control) if this prevents us from providing its usual service;
11.6.2	any person refusing to accept or honor (or delays in accepting or honoring) your card, card number or PIN, or
11.6.3	any cash dispenser failing to issue cash. We will not be liable for the way in which you are told about any refusal or delay.
11.7	In case of errors or disputes about transactions, call us on +370-626-68977.
11.8	If in any circumstances the card balance was overdrawn, you must immediately settle the overdrawn amount.

12. Altering these Terms and Conditions

12.1	We may change any of these terms and conditions, including fees and charges, or introduce new terms. If we make any changes, we will give 2 months prior written notice to you by email or send you a SMS informing you that new terms and conditions are available on www.creditco.lt .
12.2	If we change these terms and conditions, the new terms and conditions will be available at www.creditco.lt from the date the change takes place.
12.3	You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection before the proposed date of the change.
12.4	Between receipt of the notice and the proposed date of change, if you notify us that you do not accept the change, this agreement will terminate immediately and subject to condition 9.4.2 you can redeem your total balance at that time without charge.

13. Cancellation rights

13.1	If you change your mind about having the card, you can cancel it within 14 days of the date you receive confirmation of your application being approved by calling us on +370-626-68977. You will not be charged for canceling the card during this period.
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14. Ending this agreement

14.1	We may terminate this agreement at any time. Unless there are exceptional circumstances we will give you 2 months' prior written notice.
14.2	You can terminate this agreement by calling us on +370-626-68977. Subject to conditions 12.4 and 13
14.3	Termination fee will apply. See Summary box.

15. General

15.1	By entering into this agreement, you agree that we may use your information in accordance with the 'How we use your information' section of these terms and conditions, as set out in condition 18.
15.2	We may monitor and/or record telephone calls between you and us or HERCUSs.
15.3	You must provide us with an email and postal address and phone number and let us know of any changes.
15.4	We may transfer our rights or obligations under this agreement or arrange for any other person to carry out its rights or obligations under this agreement. You may not transfer any of your rights or obligations under this agreement.
15.5	We can delay enforcing its rights under this agreement without losing them.
15.6	If we cannot enforce any paragraph, condition or part of a paragraph or condition under this agreement, it will not affect any of the other paragraphs, conditions or the other part of the paragraph or condition in this agreement.
15.7	This agreement is governed by the law of England and Wales. The language of this agreement is English and all notices and information given under this agreement will be in English with Lithuanian translation.

16. Payment services information

16.1	This condition 16 only applies if the supplier's bank is located within the European Economic Area (EEA) and the payment services being carried out are transacted in Euro, or another currency of an EEA member state.
16.2	We will ensure that a transaction you make is credited to the supplier's bank, or that returned funds following redemption or cancellation are credited to your bank within these timescales:
<i>Type of Transaction / Timescale</i>	
Transaction carried out in a currency other than Euro (€) or Pounds Sterling (£) Or Transaction involving more than one currency / By the end of the fourth business day following the day on which the transaction order is received	

Any other Transaction / By the end of the business day following the day on which the transaction order is received
16.3 We are liable for the correct execution of the transaction unless we can prove that the transaction was received by the supplier's bank, in which case the supplier's bank is liable to the supplier. You may request that we make immediate efforts to trace an incorrectly executed transaction and notifies you of the outcome.
16.4 When a supplier initiates a transaction, it is the supplier's bank which is liable for the correct transmission of the relevant details to us. If the supplier's bank can prove that it is not responsible for a transaction which has failed or has been incorrectly executed, we will be responsible to you.
16.5 If we are responsible for an incorrect amount of a transaction being deducted from your balance, we will correct the error. If we are responsible for a transaction being deducted from your balance which you did not authorize, we will refund the amount of the transaction to your balance and treat the transaction as if it had never occurred. You must inform us of an unauthorized or incorrect transaction as soon as possible and in any event no later than 13 months after the debit date. If you do not do so, we may not be liable.
16.6 If you give us the wrong details for a payment or you tell us about an incorrect payment more than 13 months after it was made, we won't give you a refund but we'll try and trace it for you. We may charge you a reasonable fee to cover our costs in doing this.
17. Complaints and how to contact us
17.1 If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please: call +370-626-68977, e-mail info@creditco.lt ; write to Raitininkų str. 2c-5, Vilnius LT-09232, Lithuania.
17.2 We will try to resolve any complaints you have about your payment instrument or the service we provide to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case). We are updating our complaints procedure to reflect this.
17.3 We have procedures in place to make sure that we handle your complaint fairly and quickly. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Ombudsman Service at Exchange Tower, London, United Kingdom, E14 9SR.
18. Contacting you in an emergency
18.1 We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimize any risk to your payment instrument depending on the nature of the security threat.
18.2 We'll use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.
19. How we use your information
19.1 We will search your record at credit reference and fraud prevention agencies. These searches are to check your identity and we do not carry out full credit reference checks or credit scoring for this purpose. We will use an automated decision-making system to assess your application and verify your identity.
19.1.1 If we are unable to verify your identity adequately, we may ask you to provide some documentary evidence to help confirm your identity and address.
19.2 Credit reference agencies may check the details you supply against any particulars on any database (public or otherwise) to which they have access. An unrecorded enquiry will be made. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit.
19.3 If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.
19.3.1 The fraud prevention agencies will share records with other organizations. We and other organizations may access and use the information recorded by fraud prevention agencies overseas.
19.3.2 Please phone us on +370-626-68977 if you would like details of those credit reference and fraud prevention agencies. You have a legal right to these details.
19.3.3 You have certain rights to receive a copy of any information we hold about you. Please write to: info@creditco.lt or Raitininkų str. 2c-5, Vilnius LT-09232, Lithuania. We may charge you for this service.
19.4 Some information held by credit reference and fraud prevention agencies will be disclosed to us and other organizations to, for example:
19.4.1 to prevent fraud and money laundering, by checking applications for credit, credit-related or other facilities, proposals and claims for all types of insurance, job applications and employee records, and to verify your identity.
19.4.2 The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
19.5 When you have an agreement with us we may use the following types of information about you:
19.5.1 information you give us or we already hold about you, including any phone number you call us from, which we may record;
19.5.2 information we receive when deciding about your application or agreement, including information we receive from enquiries and searches made in your name with credit reference and fraud prevention agencies;
19.5.3 information (including details of payments and transactions) we may hold about any managed account or policy which you hold with or through us, and
19.5.4 information we receive from anyone who is allowed to provide us with information about you.
19.6 We will process, use, manage, control, release and record information about you to:
19.6.1 search credit reference and fraud prevention agencies' records (including information from overseas) to manage your account;

19.6.2	manage your accounts and policies, and manage any application, agreement or correspondence you may have with us;
19.6.3	carry out, monitor and analyze our business;
19.6.4	contact you by post, by phone or in another way about other products and services which we consider may interest you – unless you tell us that you prefer not to receive direct marketing;
19.6.5	fight fraud, money-laundering, terrorism and other crimes, and
19.6.6	keep to any laws or regulations in any country
19.7	We may reveal information about you:
19.7.1	to any person working for us or our co-brand partner
19.7.2	to fraud prevention agencies;
19.7.3	to any organization which backs any of our products which you hold;
19.7.4	to any payment system under which we issue your card;
19.7.5	if a payment is processed through a worldwide payment system, to certain authorities in order to detect and prevent terrorism (including authorities outside the UK);
19.7.6	to any person to whom we transfer any of our rights or obligations under any agreement we may have with you, and
19.7.7	to anyone you authorize us to give information about you to.
19.8	Processing your information, as described above, may involve sending it to other countries outside of the EEA including the United States of America. In such circumstances we are responsible for making sure that your information continues to be protected.
19.9	We will keep information about you for only as long as we need to or is required to meet legal obligations.