Monavate.

CARD TERMS & CONDITIONS

MONAVATE DEBIT CARD

TERMS & CONDITIONS
FOR MARTRUST – SEAFARER PROGRAMME

Monavate Debit Card Terms & Conditions for the MarTrust – Seafarer Programme

1. Introduction

This Agreement contains the terms on which Monavate provide the Services to you, as part of the MarTrust Seafarer Debit Card Programme.

Please read this Agreement in full before you start using the Services.

It contains important information about us, the Services we will provide to you, how we work with MarTrust, the circumstances under which this Agreement may be changed or ended, what to do and how to access help from us or MarTrust in the event there is a problem, as well as other relevant information.

Please contact us via the details below if wish to discuss this Agreement. You can also contact MarTrust too, who will support you in the first instance as the Seafarer Programme provider responsible for customer service. You can do this via the MarTrust App or through the contact information provided in the MarTrust Seafarer Terms and Conditions.

This Agreement refers to other documents that apply to the use of the Services as follows:

- MarTrust Seafarer Terms and Conditions – https://www.martrust.com/crew-account-terms-and-conditions
- MarTrust Privacy Policy – https://www.martrust.com/privacy-policy/
- Monavate Privacy Policy – https://www.monavate.com/privacy-policy

These additional documents are not part of the Framework Contract between you and us. You also have a separate Framework Contract with MarTrust in respect of the Martrust Services too.

By starting to use the Services (including, for example, downloading and logging into the MarTrust App and then, using a Card to transact) you confirm that you accept and agree to this Agreement (including any updates to this Agreement and the other documents referred to above. We will always notify you of any updates to this Agreement).

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2. Who we are and how to contact us

Our company information: Monavate Limited is a company incorporated under the laws of England and Wales with registered company number 12472532. Our registered address is The Officers Mess Business Centre Royston Road Duxford, Cambridge, CB22 4QH ("Monavate", "us", "we", "our", as applicable in the context).

We are authorised by the FCA: Monavate Limited is authorised by the Financial Conduct Authority ("FCA") (registration number 901097) to issue electronic money and provide payment services, further information is available here.

How to contact us: You can contact us:

- By phone: 01223 626 580
- By email: info@monavate.com
- By writing to: Monavate, The Officers' Mess, Royston Road, Duxford, Cambridge, CB22 4QH

Please note

- Monavate works with MarTrust to provide certain elements of the Seafarer Debit Card Programme. This means it is important that you familarise with and understand the MarTrust Seafarer Terms and Conditions too.
- We work with MarTrust, who acts as our introducer and the Seafarer programme manager, in this role MarTrust issues your E-Money and facilitates use and supply of the E-wallet, Card, and Services, as well as the MarTrust Services, via the MarTrust App.
- Monavate is responsible for providing the Debit Card.

3. Glossary

Card or **Debit Card** means the debit card that may be issued by us to you that is connected to your E-wallet and may be used to transact.

E-Money means the monetary value issued by MarTrust to your E-wallet on receipt of funds from MarTrust which are due to you via the Funding Arrangement, or other funds that may be transferred to your E-wallet.

E-wallet means an E-Money account issued to you by MarTrust that MarTrust may load with funds received from your Employer and is used to transact. Other MarTrust seafarers hold E-wallets too.

Employer means a company, entity or individual with whom you have an employment agreement (or such similar written agreement setting out the terms and conditions of a working relationship) with, and that is a customer of MarTrust.

Fees means the fees payable by you in relation to the Services or in accordance with the terms of this Agreement, as specified in the MarTrust App and as available at: http://www.martrust.com/account-fee-and-limits-schedule/.

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Framework Contract means a contract for payment services which governs the future execution of individual and successive payment transactions, and which may contain the obligation and conditions for setting up a payment account as defined in the UK Payment Services Regulations 2017 and Electronic Money Regulations 2011.

Funding Arrangement means the arrangement between MarTrust and your Employer to fund your E-wallet with your salary/payment from time to time in accordance with the payroll payment services offered by MarTrust and forming part of the MarTrust Services.

MarTrust means MarTrust Corporation Limited, a company registered in England and Wales with its registered office address at Office 7.09, Tintagel House, 92 Albert Embankment, London, SE1 7TY (with company registration number 07498933) which is authorized and regulated by the FCA (registration number: 1018989).

MarTrust App means the MarTrust web application (accessible via: https://account.martrust.com/) or mobile application through which you can access the Services following successful registration and log-in, the MarTrust App also lets you access the MarTrust Services.

MarTrust Services means the E-wallet and additional services provided by MarTrust via the MarTrust App, relating to payment processing, currency conversation, transfer (and receipt) between different E-wallets within the MarTrust seafarer programme (for example: if a crew member sends you funds), customer support and helping you get paid via the Funding Arrangement, and such other related services. Further information about the MarTrust Services is in the MarTrust Seafarer Terms and Conditions – which are available via the link at 1. Introduction above, through the MarTrust App, website, or from MarTrust directly.

MarTrust Seafarer Terms and Conditions means the terms and conditions between you and MarTrust which can be accessed via the link in Section 1 above. Introduction, amongst other things this document includes information in relation to use of the MarTrust App and MarTrust Services – it is important that you read and familarise yourself with the MarTrust Seafarer Terms and Conditions.

Services means the Card services under this Agreement.

Supported Currencies means those foreign currencies that we support and can be delivered to your E-wallet for spending via the Funding Arrangement, or from other E-wallets within the MarTrust seafarer programme (for example: if a crew member sends you funds). Your E-wallet may have multiple supported currencies.

4. Getting started

You will receive an invitation to start the MarTrust App and Service application process and onboarding user experience from MarTrust, either via email or other agreed form of communication. The MarTrust Seafarer Terms and Conditions provide further information about this process.

MarTrust will initially contact your Employer as part of this process to determine scope and requirements of the Seafarer programme and Funding Arrangement, MarTrust will also liaise

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with you (and your Employer) as part of the application process to gather all such information and detail as MarTrust (and Monavate) reasonably require to determine your application for the Services and, if you are accepted, provide the Services to you.

MarTrust (or Monavate) may also request additional information from time to time to meet our regulatory requirements. If this is requested you agree to provide accurate and correct information as soon as possible.

In relation to the application process and onboarding user experience, please note:

4.1. Eligibility: In order to be eligible to use our Services, you must be at least 18 years old and satisfy the requirements of MarTrust for you to join the Seafarer Program as more specifically set out in the MarTrust Seafarer Terms and Conditions. In order to start using our Services, once accepted, you will need to follow the steps set out in the Martrust App.

4.2. Verification: We are required by law to verify certain details about you. We will not issue a Card until we or MarTrust have verified your identity and performed such other checks as we or MarTrust may in our discretion deem appropriate.

4.3. The information you provide must be accurate: The information you provide must be accurate, complete and truthful at all times. If your personal information changes, then you must update the information we hold about you, you can do this by liaising with MarTrust and using the MarTrust App. We may require additional information from you from time to time and you must cooperate by providing such information upon request.

4.4. Electronic checks with third parties: We may share information which we receive from you with other associated organisations or carry out checks on you electronically as is necessary for the purposes of providing the Services. When we perform electronic checks, we may disclose personal data about you to fraud prevention and credit reference agencies who may keep a record of that information. By applying for our Services, you agree to certain personal data about you being passed to such agencies for this purpose. You have the right of access to the personal records held by such fraud prevention agencies. We will supply the names and addresses of the agencies we use upon written request.

4.5. You must comply with laws applicable to you at all times. You must comply with laws applicable to you at all times, including when applying for the Services, throughout the term of this Agreement and for as long as we hold a balance of funds for you after this Agreement ends.

5. About the Card

5.1. Description

- The Card is issued by us – Monavate Limited, and the E-wallet is issued by MarTrust, with MarTrust acting as our introducer. Please see our company's details

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and information about the introducer arrangement in Section 2 (Who we are and how to contact us).

Card

- The Card is a debit payment card that can be used for online and in-store purchases worldwide at merchants who accept Mastercard cards as a form of payment for goods and services.
- The Card is not a credit card or a charge card, it is not issued by a bank. Transactions made using the Card will be debited from the balance of funds held in your MarTrust E-wallet (so no funds are held on the Card). You must ensure any use of the Card does not cause your E-wallet to become overdrawn, as you must only spent those funds loaded to the E-wallet.

E-wallet

- The MarTrust E-wallet is an E-Money account, which will be funded by MarTrust via the Funding Arrangement with your Employer or through transfers from other E-wallet holders who are part of the MarTrust Seafarer Programme (for example: your fellow crew members). You cannot add funds to your E-wallet yourself from an external bank account.
- No interest is payable to you on the balance of funds held in the E-wallet; nor does the balance of funds held in the E-wallet constitute a deposit.
- The E-wallet does not provide you with any form of overdraft feature, you must only spend those funds loaded to the E-wallet, and any such spend must have regard to Fees payable. Please note 6.8 Shortfall in respect of situations where a transaction may complete where you have insufficient funds in your E-wallet.
- The E-wallet may be used to transact (for example: with other E-wallet holders in the MarTrust Seafarer Programme; to other payment accounts or, if you have one, using the Card). You will need funds in your E-wallet to do this.
- Each time you transact using the E-wallet or the Card, the balance of funds held in the E-wallet will be debited by the amount of the transaction plus any applicable Fees.
- In addition to USD, you may load your E-wallet with funds in different Supported Currencies. MarTrust do not support all foreign currencies. A list of supported currencies is available in the MarTrust App.
- Please note:
    - The funds held in your E-wallet are NOT protected by the Financial Services Compensation Scheme
    - As an Authorised Electronic Money Institution, MarTrust is responsible for safeguarding the funds that correspond to the Electronic Money it issues to you in accordance with the Electronic Money Regulations 2011 and the FCA's safeguarding requirements (as updated from time to time, including pursuant

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to FCA Policy Statement PS23/2). We safeguard your relevant funds using a combination of the segregation method and the insurance method.

- Under the segregation method, funds corresponding to the Electronic Money issued to your E-Wallet are held in specially designated safeguarding accounts with authorised credit institutions, kept separate from MarTrust's own money. Under the insurance method, an equivalent amount of relevant funds is covered by an insurance policy or comparable guarantee. Safeguarding is designed to protect you: in the unlikely event of MarTrust's insolvency, your safeguarded funds form a separate asset pool that is used to repay E-Wallet holders ahead of MarTrust's other creditors, after the costs of distributing that pool have been met.
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- When Electronic Money is issued. Electronic Money is issued by MarTrust to your E-Wallet at the moment MarTrust receives the corresponding funds. MarTrust's obligation to safeguard those funds under the Electronic Money Regulations 2011 applies from that moment of issuance. Any funds received by MarTrust that have not yet been issued as Electronic Money will be held securely and will be issued to your E-Wallet promptly upon receipt.
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5.2. What happens in cases where there are insufficient funds in my E-wallet to use the Card?

- If you attempt to pay for a purchase using the Card and you have an insufficient balance of funds held in your E-wallet to make that payment, the payment will be declined.
- You must have a sufficient balance of funds held in your E-wallet to make a payment (including covering payment of any Fees). The balance of funds held in your E-wallet must not be negative.
- If you attempt to make a payment using the Card in a particular currency and you do not hold a sufficient balance of that currency in the E-wallet or the payment otherwise anticipates a currency that we do not support, the payment will be automatically processed using a balance of another currency that you do hold in your E-wallet and a currency conversion rate will be applied via the MarTrust App.
- If you do not hold a balance in another currency upon which to draw funds to cover a payment, your payment will be declined.

6. Use of the Card

6.1. Accessing the Services

You may use the Services and access information about your Card by logging into the MarTrust App, this will also allow you to review your transaction information.

6.2. How to authorise a payment

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6.2.1. **Authorising payments made using your Card:** To authorise a payment made using the Card, you will need to use the Card or the Card number. You may need to take additional steps to authorise a transaction at the time you are paying, for example, you may need to enter details on a merchant's online payment page, tap your Card at the point of sale in-store, enter your PIN on the key pad or follow other forms of verification as directed as part of the check-out experience. Depending on the circumstances, you may be required to undergo some further security checks at the time such as providing biometric data (e.g. a fingerprint).

If the Card, card number and PIN, biometric data or other security details have been used, we will assume you have authorised the transaction. You must therefore tell us and MarTrust immediately if you do not recognise a transaction that has been charged to your Card and is listed as a transaction in your secure personal log in area of our website.

6.2.2. **You cannot cancel a transaction after it has been authorised.** You can, however, cancel payments that you have authorised to be made on a future date, for example, if you have set up a recurring payment. You can cancel the payment permitting you contact MarTrust via the App or details set out in the MarTrust Seafarer Terms and Conditions by the end of the business day before the day the payment is due to be made.

6.3. Situations where we may refuse to authorise a transaction

There are certain situations in which we may refuse to authorise a transaction and/or where we may suspend your use of your Card. These situations are:

- if MarTrust as the programme manager requires us to do so;
- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if you have infringed this Agreement in a way that we reasonably believe justifies our refusing or delaying your payment;
- if we believe that processing your transaction would break this Agreement or that you have not provided all the information we need to make the payment properly;
- if the amount is over, or would take you over, any limit that applies to your Card. See limits at: http://www.martrust.com/account-fee-and-limits-schedule/
- if there are not enough funds loaded into your E-wallet to make the payment and cover any Fees;
- if a bankruptcy order is made against you or you have entered into an individual voluntary arrangement with your creditors;
- if, even after doing everything reasonably possible, we will not be able to make the payment on time;
- if a third party prevents us from making the payment (for example, a card scheme);
- if you owe us money;

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- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

We (and MarTrust) reserve the right to change particular payment restrictions from time to time, without notice to the extent required to meet regulatory and legal obligations, for example due to money laundering or fraud risks.

6.4. Time we will receive the payment order

Payment orders under this Agreement are received without any cut-offs, therefore, your payment order will be deemed received on the same business day at all times.

6.5. Execution times

Where MarTrust do not process the transaction, the following execution times shown in this clause 6.5 will apply:

6.5.1. Within the EEA and UK, we will execute any transaction:

- in euro;
- executed wholly in the UK in sterling; or
- involving only one currency conversion between the euro and sterling, provided that:
    - the required currency conversion is carried out in the UK; and
    - in the case of cross-border transactions, the cross-border transfer takes place in euro,

by transferring the amount of the transaction to the payment service provider of the payee by the end of the next business day following the receipt of the payment order.

6.5.2. Any other transactions within the UK will be executed no later than four business days following the receipt of the payment order.

6.5.3. If the payment service provider of the merchant is located outside the EEA, we will execute the transaction as soon as possible.

6.6. Limits placed on the Card

We may place limits on the Card for payments above a certain amount, from time to time. For further information relating to the limits placed on the Card, please see the following: https://www.martrust.com/account-fee-and-limits-schedule/.

6.7. Accounting for service charges or tips when using the Card

When using your Card at certain merchants (such as, for example, hotels or car rentals), an additional amount (typically 10%-20%) may be added to anticipated service charges or tips, temporarily reducing the balance of funds held on the E-wallet. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on the E-wallet. If your actual service charge or tip is less than the additional amount added, it may take up to seven (7) days from the date of the transaction

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before the difference is available to spend. Only the actual amount of the final bill agreed between you and the merchant will be deducted from the funds held on the E-wallet.

6.8. Shortfall

In the unlikely event, a transaction is completed when there are insufficient funds in the E-wallet for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the Merchant where the Card was presented, in this circumstance we may seek the Shortfall from the Merchant.

You agree that once we or MarTrust make this Shortfall known to you, we or MarTrust, as the circumstances may require, may charge you for the Shortfall amount and deduct the amount from the balance of funds loaded into the E-wallet or via the Funding Arrangement. We may also charge the amount of the Shortfall from any other E-wallets that you hold with MarTrust or against any funds subsequently loaded into the E-wallet. Until we (or MarTrust) are reimbursed the Shortfall amount, we or MarTrust may suspend the Card. In addition, we and MarTrust reserve the right to charge you an administration Fee for each transaction that you make using the Card that results in a Shortfall or increases the Shortfall amount on the E-wallet.

For the avoidance of doubt, MarTrust and Monavate shall have the right to set-off, transfer or apply funds held in the E-wallet or received via the Funding Arrangement towards the satisfaction of any Fees or other liabilities (including a Shortfall) owed by you to either MarTrust or Monavate that you have not otherwise paid when due.

6.9. Service Interruption

Your ability to use or access the Services (and MarTrust App and MarTrust Services) may be interrupted on occasion, for example if we or MarTrust need to carry out maintenance in relation to the Services (or MarTrust Services). Please contact MarTrust in the first instance (or Us via the details above) if you experience problems with the Services or the MarTrust App.

7. The Card will expire

You may only use your Card up until the expiry date which is printed on the front of the physical Card and shown in the MarTrust App, thereafter you must not use the Card. We will aim to send you a new Card prior to your Card expiring; but we or MarTrust may ask you to confirm some details prior to our sending you a new Card, for example due to applicable law and regulation. You will still be able to receive and send funds to and from the E-wallet associated with the Card if it expires.

Fees may apply in certain cases where we send you a new Card. Please see the Fees set out at: http://www.martrust.com/account-fee-and-limits-schedule/.

8. How much will you pay

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8.1. Fees: You must pay the Fees in connection with your use of the Services. We will not process your payment until we have received the relevant fees from you. You can see all Fees applicable to you at http://www.martrust.com/account-fee-and-limits-schedule/.

9. Communicating with you

MarTrust as the manager of the Seafarer Card programme is responsible for customer support and will be your first point of contact in most circumstances. On occasion, however, we may need to contact you. If so, we will follow the steps in this section:

9.1. How we will contact you: We may contact you by telephone, letter, SMS or email using the details that you have provided in the MarTrust App that are made available to us. You must keep your contact details and other personal information in the MarTrust App up-to-date at all times.

9.2. Information: Where we are required to provide information to you on a durable medium, a notification will be sent via the MarTrust App directing you to information in a way that enables you to keep that information, unchanged, and refer to it in the future, such as pdf. Please keep copies of information provided by us to you. If you would like us to provide information in a different manner than agreed, then we may charge you a reasonable administration Fee to cover our costs.

9.3. Language: We will communicate with you in English.

9.4. Your right to receive a copy of this Agreement: A copy of this Agreement is always available in a form to download on the MarTrust website and the MarTrust App. You can also access it within the MarTrust Seafarer Terms and Conditions. Alternatively, please contact us or MarTrust if you need assistance in obtaining a copy.

10. Keeping your card safe

10.1. Steps you must take to keep your Card safe

You must take adequate measures and use best efforts to prevent unauthorized access/use of the Services: To help you keep your Card secure, you are required to:

- keep your Card, Card number, CCV, PIN, login and access codes and other security features strictly to yourself; do not share your security credentials with any other person or otherwise allow another person to use the Services;
- not permit any other person to use your Card;
- make sure all your devices are properly protected (set at least one form of access protection, for example a login code);
- keep the operating systems of your devices clean (no illegal software) and up-to-date;
- frequently review the list of transactions in your E-wallet to confirm they are as expected as per your Card spending;

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- inform yourself about common scams, such as phishing;
- always immediately report irregularities by contacting MarTrust and follow instructions provided to you.

You can retrieve Card information within the MarTrust App, such as our PIN.

10.2. How to notify us if there is a problem

If you lose the security credentials used to access your Card details or if they are stolen, or you suspect that the Card has been used by someone other than you, you must contact MarTrust immediately via the MarTrust App (if you are still able to access this) or by contact details available in the MarTrust Seafarer Terms and Conditions, so your Card may be blocked. If possible, you must access the MarTrust App and suspend use of your Card.

Please note that MarTrust or we may require you to provide some information in relation to your security credentials and/ or Card being lost, theft or misuse in writing. You must assist with any related enquiries.

10.3. How we will contact you if there is a problem

In the event we/MarTrust suspect there is an issue with the Card (for example, such as fraud or security threats) you will be contacted, in the first instance, by phone. If we cannot get through to you by phone, we will send you an email or you will be contacted via the MarTrust App.

For this reason, you must maintain a current phone number and email address in your secure personal log in area of our website.

11. Unauthorised or incorrectly executed Card transactions

In case we have incorrectly executed a card transaction, upon your request, we will, without delay, refund to you the amount of the transaction including all Fees that we have charged for that particular transaction and return your E-wallet to the state in which it would have been had the card transaction not have taken place. You will not be entitled to a refund from Monavate or MarTrust under this section:

a. where your Card, is lost, stolen or misappropriated. You will be liable for the first GBP 35 of any unauthorised payments if we believe you should have been aware of the loss, theft or unauthorised use. We will not hold you liable for the first GBP 35 if the unauthorised payment was caused either by our acts or omissions, or those of a third party expressly carrying out activities on our behalf. Your liability for the first GBP 35 also does not apply to any unauthorised transactions made after you have notified us that the security of your Card or E-wallet has been compromised;

b. if you have acted fraudulently, in which case we will not refund you in any circumstances;

c. if the payment transaction was unauthorised but you have with intent or gross negligence compromised the security of your Card or otherwise failed to comply with

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your obligations to use your Card on the terms of this Agreement. In such a case you shall be solely liable for all losses;

e. if you do not let us know about the unauthorised or incorrectly completed transaction without undue delay, and in any event, no later than 13 months from the date of the payment transaction.

12. Refunds

12.1. You may claim a refund for a card transaction that you authorised provided that:

a. your authorisation did not specify the exact amount when you consented to the transaction;

b. the amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern using the Services, this Agreement and the circumstances of this case);

c. you requested a refund by contacting MarTrust (help@martrust.com) within 8 weeks of the date the transaction took place.

12.2. When you request a refund under this section, MarTrust may require you to provide evidence to substantiate your claim. MarTrust will refund you within 10 business days of receiving your claim for a refund or, where applicable, within 10 business days of receiving any further information MarTrust requested - or MarTrust will provide you with reasons for refusing the refund. The refund shall be equal to the amount of the relevant transaction.

12.3. If you are not satisfied with the reasoning provided for refusing a refund by MarTrust or with the outcome of your claim, you may submit a complaint or contact the Financial Ombudsman Service (please see Section 20 for further information).

13. Our right to make changes to the Agreement

We may, at our discretion, amend the Agreement at any time (including amendments and additions to Fees).

13.1. **Changes that we may make immediately:** In certain exceptional circumstances such as where:

a. we have a reasonable belief that fraud is likely to or has occurred; or

b. the amendments are made in order to comply with any regulation,

we may make such amendments immediately and notify you following such amendments.

13.2. **Changes we may make upon notice to you:** Other than for immediate changes as set out above, if we wish to make a change to this Agreement, we will provide you with at least two (2) months' notice in writing, via email.

If you do not agree to our proposed changes, you have a right to end the Agreement immediately free of charge. If you do not notify us of any disagreement with the proposed

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changes, we may assume you accept the changes to the Agreement on the date the change comes into force.

14. Our right to suspend access to the Services and/or close the Card

We or MarTrust may close your Card or otherwise suspend access to the Services immediately, for such period of time considered to be reasonably required, in the following circumstances:

- if MarTrust as the programme manager require us to do so;
- if we/MarTrust consider, acting reasonably, that you are behaving fraudulently or otherwise criminally or will use (or allow to be used) the Services or MarTrust App in such a way;
- if you have not given any information we or MarTrust have requested from you, or we or MarTrust have good reason to believe that information you have provided is incorrect or not true;
- if you have broken this Agreement in a serious or persistent way and you have refrained from putting the matter right within a reasonable time of being asked to do so;
- if we or MarTrust have good reason to believe that you continuing to use your Card could damage either of our reputation or goodwill;
- if we have asked you to repay money you owe and you have not done so within a reasonable period of time;
- if you have been declared bankrupt; or
- if we have to do so under any law, regulation, court order, the police, or the FCA or FOS's instructions or such other relevant governmental or regulatory authority.

In addition to those rights to suspend or close set out above, we (or MarTrust) may terminate this agreement and your use of the Services and MarTrust App by providing you with at least ninety (90) days prior notice. You will be notified of the reason for closure or suspension of the Services via the MarTrust App or email communication, subject to applicable law and regulation and security measures permitting such notification to be made.

If the reason for suspension is resolved or otherwise no longer apply or exist, the Services and your Card will be reinstated as soon as reasonably practicable.

15. Closing your Card and ending this Agreement

15.1. You may close your card and end this Agreement at any time. You may do this via the MarTrust App or by contacting MarTrust in accordance with the MarTrust Seafarer Terms and Conditions. You do not need to give prior notice of this.

15.2. You should destroy your Card once the Agreement has ended too.

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16. Liability

If we do not reasonably meet our commitments to you under the terms of this Agreement, we are only responsible for loss you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill to meet our commitments or otherwise provide the Services. We are not responsible for any loss or damage that is not foreseeable.

We do not exclude or limit liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or such other matters that may not be excluded or limited due to legal or regulatory requirement.

The Card is a consumer product; accordingly, if you use our Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. Law governing this Agreement and jurisdiction

17.1 The law governing this Agreement is the law of England and Wales.

17.2 The courts of England and Wales have exclusive jurisdiction to adjudicate any dispute between you and us in connection with this Agreement.

18. Dispute resolution

Monavate and MarTrust focus on providing excellent customer experience to all. If you consider your expectations have not been met, please let MarTrust know.

If you are not satisfied with the service you receive, contact the MarTrust customer service team either via the MarTrust App or at help@martrust.com, who will do their best to resolve the matter quickly and fairly. Correspondence may be monitored or recorded.

If having received a response from the MarTrust customer services team you are unhappy with the outcome, please contact the MarTrust complaints team through https://www.martrust.com/complaints. MarTrust complaints procedure is available via the MarTrust App.

If you wish, you may also contact the Monavate customer service team via the details at the start of this Agreement if you are not satisfied with the MarTrust customer service term outcome in relation to the Services. Our complaints procedure is available on our website or upon request from us.

If either we or MarTrust receive a complaint from you, a copy of the complaints procedure will be sent to you as part of that process.

Once received your case will be looked at as quickly as possible. Both MarTrust and Monavate have regulatory responsibilities to handle complaints within certain timeframes. MarTrust will acknowledge a complaint promptly and you will receive a final response within

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15 business days. In rare occasions, this deadline may need to be extended by a further 20 business days to investigate your case in detail.

If, having exhausted the complaints procedure above, you remain unhappy, you may complain to the Financial Ombudsman Service (FOS) on the following contact details:

- Online: www.financial-ombudsman.org.uk
- Email: complaint.info@financial-ombudsman.org.uk
- Mail: The Financial Ombudsman Service Exchange Tower, London, E14 9SR
- Phone: 0800 023 4 567 (free), 0300 123 9 123, weekdays from 8:00am–8:00pm (GMT), and on Saturday from 9:00am–1:00pm (GMT)
- If you are not in the UK, call +44 20 7964 0500.

19. Data protection

Monavate and MarTrust are each controllers of your personal data processed in connection with the Services. Monavate and MarTrust need to collect information about you to provide you with the Services under this Agreement.

For information on how we use your personal data, please refer to our privacy notice – www.monavate.com/privacy-policy.

By entering into this Agreement, you acknowledge and agree that we may collect, process and store your personal information for the purposes of providing our Services to you. This does not affect any rights and obligations you or we have under data protection law.

For information on how MarTrust uses your personal data when providing the MarTrust Services, the MarTrust App, and acting as distributor in relation to the Services, please refer to MarTrust's privacy notice (a link available at 1. Introduction, and may also be accessed via the MarTrust App).

20. Other legal terms

20.1. We may assign or transfer this Agreement to someone else

We may assign or otherwise transfer any of our rights and obligations under the Agreement, without your prior consent, to any other person or business, subject to such party continuing the obligations in the Agreement to you. As this will result in a change to the Agreement we would provide you 2 months' written notice of such assignment or transfer.

20.2. Third parties

This Agreement is between you and us only. Except for MarTrust (as the Seafarer programme provider) and any other party to whom we transfer this Agreement (under section 20.1), nothing in the Agreement gives any third party any benefit or right (including any enforcement right).

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20.3. No Waiver

Any waiver or concession we or MarTrust may allow you, will not affect the rights of us or MarTrust and your obligations under this Agreement.

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