

PREPAID SODEXO CORPORATE GIFT CARD TERMS AND CONDITIONS

This Agreement applies to Simply Gift Cards distributed by You to Authorised Persons in accordance with the Sodexo Client Agreement. You agree that You understand and shall comply with this Agreement and shall ensure that each Authorised Person complies with the terms of this Agreement where applicable.

1. Definitions and Application

1.1 In these Terms and Conditions:

“Agreement” means these Issuer Terms and Conditions.

“Authorised Person” means the individual to whom a Card is supplied under this Agreement.

“Card” means the prepaid Visa® gift card issued to You, and including any additional Card(s) provided to any Authorised Person. Reference to the Card includes all Card details and Security Details.

“Card Services” means any services provided by Us or Our third party service provider, Sodexo Motivation Solutions Ltd, in connection with the Card.

“Customer Services” means the contact centre that You may contact if there is anything in this Agreement which You do not understand or do not agree with. To contact our Customer Service department please use the Contact Us page at www.simply-gift.co.uk. You can also report a card lost or stolen directly on the Website, or calling 0800 408 4347 from the UK or (+44) 1276 418876 from abroad.

“Denominated Currency” means Pounds Sterling.

“Merchant” means a provider of goods and/or services who has been selected and affiliated with Sodexo Motivation Solutions UK Ltd and accepts the Card as a means of payment whether at a distance (e.g. by telephone and on-line) or over the counter (as applicable).

“Security Details” means certain information, including personal information, given by You on behalf of the Authorised Person when applying for the Card and any subsequent changes made to this information.

“Sodexo Client Agreement” means the agreement between You and Sodexo Motivation Solutions Ltd for the supply of Cards and related services.

“We”, “Us” or “Our” means R. Raphael & Sons plc (Company Registration No. 1288938), with its registered office at 19-21 Shaftesbury Avenue, London, W1D 7ED.

“Website” means www.simply-gift.co.uk.

“You” and “Your” means the corporate client identified in the Sodexo Client Agreement.

1.2 You agree to be bound by and comply with these Terms and Conditions. This is a copy of Your Agreement for You to keep. A further copy is available on request from Sodexo Motivation Solutions UK Ltd and on the Website.

2. Use of the Card

2.1 The Card can be used to purchase goods and/or services at Merchants, the full details of which can be found at www.simply-gift.co.uk, provided there are sufficient funds available on the Card for the transaction. For the avoidance of doubt, Your Card cannot be used to withdraw cash from the ATMs.

2.2 The Card is Our property. The Card is not a credit card and all use is limited to the amount pre-loaded and standing to the credit of the Card and any other limits referred to in this Agreement.

2.3 There is no interest payable to You on the balance of the Card and the balance does not amount to a deposit with Us.

2.4 The Card is only for use by the Authorised Person and expires on the date on the front of the Card. The Card cannot be used after it has expired.

2.5 You shall only distribute the Card to the Authorised Person for the purposes set out in the Sodexo Client Agreement, and You shall be responsible for ensuring that each Authorised Person complies with this Agreement where applicable.

2.6 The amount of each transaction and any associated fees will be deducted from the balance on the Card. Each transaction will require authorisation and We cannot stop a transaction once authorised.

2.7 If there are insufficient funds on the Card to pay for a transaction the Card may be declined or the retailer may allow payment of the balance by some other means.

2.8 You agree to accept a credit to the Card if an Authorised Person is entitled to a refund for any reason for goods or services purchased using the Card.

2.9 If You or an Authorised Person authorises a transaction and We consider that all of the conditions set out below apply, We will refund the full amount of the payment, provide You with Our reasons for refusal, or request that You provide additional information as is reasonably necessary to

verify that such conditions apply, within ten (10) working days of receiving a request or if so requested within ten (10) working days of receiving any such additional information required: (i) You or the Authorised Person did not know the exact amount of the payment when authorised; (ii) the amount charged exceeds the amount You or the Authorised Person reasonably expected to pay, taking into consideration the previous spending pattern, these Terms and Conditions and the circumstances of the transaction; and (iii) a refund is requested within eight (8) weeks from the date the funds were debited. No refund will be made if You or the Authorised Person have given Your consent for the payment to be made and, where applicable, details of the payment are made available by any means at least four (4) weeks before the payment due date.

2.10 We are not responsible for ensuring that point of sale terminals (POS) will accept the Card.

2.11 All laws and regulations in respect of the Card must be complied with.

2.12 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by Us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

2.13 When using the Card at certain Merchants, including restaurants, the Merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.

2.16 The Card can only be used if it has a positive balance. Sodexo reserves the right to reimbursement of any negative card balances.

2.17 All payments made using Your Card shall be in the Denominated Currency.

2.18 The balance on the Card remains Your property until withdrawn or used by an Authorised Person.

2.19 The Authorised Person may obtain certain information concerning the Card and recent transactions via the website, or by contacting Customer Services.

3. Card Limits

The following Card Limits apply

Card Usage Limits	CORPORATE CARD
LOAD LIMITS	
Maximum single load	£2,500
Minimum load	£10
Maximum balance at any time	£2,500
SPEND LIMITS	
Maximum turnover in 365 day period	£2,500

Number of POS purchases per day	30
Value of POS purchases per day	£2,500
Number of ATM cash transactions allowed per day	N/A
Value of ATM cash transactions per day	N/A
Number of POS purchases allowed over 4 days	60
Value of POS purchases over 4 days	£2,500
Number of ATM cash transactions allowed over 4 days	N/A
Value of ATM cash transactions over 4 days	N/A

4. Card Security

4.1 The Authorised Person must sign the back of the Card as soon as they receive it.

4.2 The Card and the Security Details must be kept safe and secure from misappropriation by You and each Authorised Person, in particular, but without limitation, by: (i) never allowing anyone else to use the Card or to share passwords and/or user names; (ii) not interfering with any magnetic stripe on the Card; ; (iii) using only secure internet sites for making Card transactions on-line; (iv) choosing strong passwords that mix alpha and numeric characters when managing the Card account online; (v) not disposing of but shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and (vi) reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in the Authorised Person's name.

5. Loss, theft and misuse of cards

5.1 If the Card is lost, stolen or likely to be misused or You or any Authorised Person suspect that someone else may know Security Details, the Authorised Person must stop using the Card and immediately and without undue delay notify You or Customer Services directly on becoming aware of the loss, theft, misappropriation or unauthorised use of the Card, You must in turn notify Us immediately. We will suspend the Card to prevent further use. We may also suspend a Card with or without notice if We suspect that the Card has been or is likely to be misused, if any transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have broken an important term or condition or that You have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.

5.2 You and/or the Authorised Person will be required to confirm details of the loss, theft or misuse by contacting Us.

5.3 You and/or the Authorised Person must assist Us and the police in any enquiries and attempts to recover a lost or stolen Card.

5.4 If any lost Card is subsequently found it must not be used unless Sodexo Motivation Solutions UK Ltd confirm it may be used.

5.5 If an Authorised Person loses or has had a Card stolen, a replacement Card may be able to be obtained from You or by the Authorised Person contacting Customer Services directly (as determined by the Sodexo Client Agreement).

6. Your liability for unauthorised transactions

6.1 If You and/or the Authorised Person notice a Card transaction that is not recognised You and/or the Authorised Person must notify Sodexo Motivation Solutions UK Ltd without undue delay, and in any event no later than three (3) months after the debit date. We will request that You and/or the Authorised Person provide additional written information concerning any error.

6.2 You are responsible for regularly checking the Authorised Person's Card activity and transaction history to confirm that there are no suspicious or fraudulent transactions and for reporting the same to Customer Services.

6.3 We will refund any unauthorised transaction immediately unless We have reason to believe (based on the evidence available to Us at the time You report the unauthorised transaction) that the transaction was authorised by You and/or the Authorised Person, or caused by You and/or any Authorised Person breaking an important term or any term repeatedly and failing to remedy it, or allowed to happen because of Your and/or any Authorised Person's gross negligence, or We have reasonable grounds to suspect fraudulent activity on Your or any Authorised Person's part.

6.4 If We make an immediate refund in accordance with clause 6.3, or make a refund after investigating the transaction, We reserve the right to reverse the refund if We do not receive details of the unauthorised transaction from You within ten (10) working days of Our request.

6.5 We reserve the right to request additional written information in the form of a statement signed by You and/or the Authorised Person providing evidence to support the claim that the disputed transaction was unauthorised. You and/or the Authorised Person may be prosecuted in the event You make a fraudulent claim for an unauthorised transaction whether or not You have received a refund.

6.6 Where You or any Authorised Person have lost or had the Card stolen or failed to keep the Card safe in accordance with these Terms and Conditions, Your maximum liability will be limited to £50, unless You or any Authorised Person have acted fraudulently or have with intent or gross negligence failed to comply with the Terms and Conditions, in which case You may be liable for the entire loss.

6.7 Subject to clauses 6.3, 6.4 and 6.5, where it is determined that You and/or any Authorised Persons are not liable for an unauthorised transaction, You will not be liable for any of the loss incurred, We will refund the value of that transaction immediately and We will have no further liability to You for any other losses You may suffer which arise as a result of the main loss or damage occurring, including but not limited to loss of opportunity. However, if Our investigations conclude that the transaction You and/or any Authorised Person have disputed has been authorised by You and/or any Authorised Person on Your behalf, or You or any Authorised Persons have acted fraudulently, We will not refund the value of the transaction.

7. Ending this agreement

This agreement shall continue in force until termination of the Sodexo Client Agreement.

8. Our Liability to You

8.1 Subject to clauses 6 and 8.2, We will not be liable to You in respect of any losses You or any Authorised Person may suffer in connection with or arising from the Card, except where such losses are due to a breach by Us of this Agreement or due to Our negligence. In addition, We will not be liable for disputes concerning the quality of goods or services purchased from any Merchant that accepted a Card or any additional fees charged by the operator of POS terminals. In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any retailer refusing to or being unable to accept the Card; (iv) the way in which any refusal to accept the Card is communicated to You; (v) Your actions or Our actions which is not a foreseeable consequence of the action; (vi) any infringement by You of any currency laws; (vii) Our taking any action required by any government, federal or state law or regulation or court order; or (viii) anything specifically excluded or limited elsewhere in this Agreement.

8.2 Nothing will limit Our liability to You for death or personal injury arising out of Our negligence or Our fraudulent misrepresentation or misstatement or insofar as any limitation or exclusion of liability is prohibited by law.

9. General

9.1 We may change this Agreement (including bringing in new terms, changes in the fees and the services We offer) at Our discretion by giving You at least two (2) months notice by letter or by email to the contact details You provide in the Sodexo Client Agreement.

9.2 Except for any party referred to in clause 9.3 below, nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.

9.3 We may assign any of Our rights and obligations under this Agreement to any other person or business, subject to such party continuing the obligations to You herein.

9.4 We may contact You by letter or email, using the contact details You provided in the Sodexo Client Agreement. Online information may be provided via the Website.

9.5 By entering into the Sodexo Client Agreement, You consent to Us or Sodexo Motivation Solutions UK Ltd processing the information We collect from You or an Authorised Person ("Information") when providing the Card Services under this Agreement.

9.6 The Information We collect may be disclosed by Us to third parties to enable Us to provide the Card Services and for data analysis, anti money laundering, detection of crime, legal compliance, enforcement and fraud prevention purposes.

9.7 The Information may be processed outside the country of issue, but all service providers are required to have adequate safeguards in place to protect the Information.

10. Law, Jurisdiction and Language

These Terms and Conditions and any disputes, which arise under them, shall be exclusively governed and construed in accordance with English and Welsh law and subject to the exclusive jurisdiction of the English and Welsh courts. We undertake to communicate with You in English regarding any aspect of the Card. These Terms and Conditions are written and available only in English.

11. Contact Us

If You have any queries, are dissatisfied with the standard of service, You think We have made a mistake in operating the Card or You require further information, please contact Sodexo Motivation Solutions UK Ltd using the contact details specified in the Sodexo Client Agreement. We will try to resolve any problems as quickly as possible.

12. The Card Issuer and the Service Provider of the Card

Your Card is issued to You by R. Raphael & Sons plc pursuant to license by Visa Europe Ltd.

R. Raphael & Sons plc (Company Registration No. 1288938) with its registered and head office at 19-21 Shaftesbury Avenue, London, W1D 7ED is a bank, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 161302 and is permitted to issue e-money. Sodexo Motivation Solutions UK Ltd administers and services the Card on Our behalf and is available to give You support if You have any queries or complaints.

13. Compensation

The Card is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Card. This means that in the unlikely event that We become insolvent Your funds may become valueless and unusable and as a result You may lose Your money.

As a responsible e-money issuer, We ensure that once We have received Your funds they are deposited in a secure account, specifically for the purpose of settling transactions made by Your Card.