# **RoosterMoney Payment Terms & Conditions**

Published June 12 2019

These RoosterMoney Payment Conditions are in addition to the **RoosterMoney Tracker Conditions** and together these conditions form the whole contract with you ("**Agreement**"), which applies to the use of the RoosterMoney Payment Service. If there is a conflict between any provision of the RoosterMoney Tracker Conditions and these RoosterMoney Payment Conditions, the provisions of these RoosterMoney Payment Conditions shall prevail.

#### How to contact us:

You can contact us through the RoosterMoney mobile app which can be downloaded from the Apple Store, Google Play Store or Amazon App Store ("App"), by email at <a href="mailto:hello@roostermoney.com">hello@roostermoney.com</a>, by phone on 0203 984 8422 or by post at: RoosterMoney, 109 Borough High Street, London SE1 1NL.

# **Our Terms in Brief:**

The RoosterMoney Payment Service includes an electronic money Parent Account ("Parent Account") and any prepaid Visa Card debit card associated with that Parent Account ("Rooster Card"):

- The RoosterMoney Payment Service is designed for families who want their children (aged 6+) to start making considered spending choices. If you are using it for something else, you may find yourself in breach of our terms. If you aren't sure if your use is within our terms, please get in touch.
- To get a Parent Account and Rooster Card(s) you will need to be over the age of 18 and sign up using the You can only order a Rooster Card for children and teenagers between the ages of 6 and 18. The Rooster Card will be sent to you through the post. We can only send cards to your verified UK address and you (as the legal cardholder) must not ship the cards outside the UK. You can apply for a Rooster Card for each of your children aged between 6 and 18.
- The Parent Account as accessed on the App has a separate sub-account related to each child that is also accessible to the child via the App ("Child Account"). You can apply for one Rooster Card for each Child Account. Your Parent Account will show you any amount you have that is available to spend or allocate to each Rooster Card ("Available Funds"). There is also a section in each Child Account showing the amount of Available Funds that can be spent on the associated Rooster Card ("Spend Pot"). You can use the App to allocate

- Available Funds in the Parent Account to each Spend Pot and associated Rooster Card.
- You are entitled to a statutory 14-day "cooling off" period from the date you activate the Rooster Card during which you may cancel your Parent Account and Rooster Cards. Should you wish to cancel your Account and Rooster Cards and terminate this Agreement during the "cooling off" period, please telephone us on 0203 984 8422 or email on <a href="hello@roostermoney.com">hello@roostermoney.com</a>. You will be asked to destroy the Rooster Cards issued to you. If you have used any of the Rooster Cards, you will not be entitled to a refund of any funds that have been spent, including any associated fees, but we will refund you free of charge any Available Funds on the Parent Account. We will process the refund as quickly as we can once the cancellation is complete. We are required to allow 5 days for any outstanding purchases made on the Rooster Cards to arrive before we process the refund and most High Street Banks then take a further 2-3 working days before they show the refund in your personal bank account. For that reason, we ask you to allow 8-10 working days for the refund to show in your personal bank account.
- Rooster Cards are issued under the Parent Account in your name. Do not give cards to anyone other than your own children. You are ultimately responsible for all spending on the Rooster Card(s) issued to your Parent Account.
- As a Parent Account holder you will be issued with a Parent Account number and sort code to which you, family and friends can pay money into your Parent Account.
- The Parent Account and Rooster Card is currently only available for UK residents (people with a UK residential address).

# Knowing who you are is a regulatory requirement:

- With a financial product we are required by law to check your identity when you sign up. It's not a credit check and will not affect your credit file. It will mean however, that we need to ask you some questions.
- If you have any concerns about why we need certain information, please contact us at <a href="mailto:hello@roostermoney.com">hello@roostermoney.com</a>.

# Using the card:

- The Rooster Card is a pre-paid card. We block certain merchant codes (E.g. gambling) to make it a safe and secure product for young people.
  - We cannot guarantee the card will work everywhere your children will want it to. Sometimes this means payments may fail in unexpected locations;
  - The card may not be declined for some items that you might consider inappropriate because we rely on general stores (like a supermarket) policing what is sold and correctly listing themselves with Visa.

 We will let you know every time your child spends, including as much information as we can about the transaction, so you know what is being bought and where.

# **Using the Parent Account**

• As a parent you have oversight of your children's details and settings. Don't give access to anyone else. If you want to add another guardian to the Parent Account, add them via the App rather than sharing your log in details.

# **Adding money to your Parent Account**

You can add money to your Parent Account using a valid debit card in your name registered with us ("Stored Card") or by bank transfer to the sort code and Parent Account number we give you for your Parent Account. When we receive the money we will add the equivalent value of e-money to your Parent Account. Make sure you follow the prompts from the App carefully to avoid any delays.

# **Taking money out of your Parent Account**

You can make withdrawals from the Parent Account by using a Rooster Card at an ATM or requesting a withdrawal by following the instructions in the Parent Account

# **Subscriptions**

- To use this service you will need to pay a subscription. If you stop paying the subscription you won't be able to use the payment services. Any money left in your Parent Account will be returned to you.
- We will auto-renew your subscription to ensure your services keep running smoothly. If you aren't using the service please cancel your subscription 48 hours before it renews. We will always tell you before your renewal is due via email
- We try to ensure you can make a transaction whenever you want to and whilst we can't guarantee 100% uptime, we work to fix any problems as fast as we can.
- We want to make RoosterMoney services as accessible as possible and that
  means keeping the cost of our service as low as possible. To do this we apply a
  fair usage policy on certain items (e.g. ATMs and foreign currency
  transactions). If we find someone is using the system in an abusive way that is
  well outside of a 'normal' range then we may apply additional one off charges
  to that person. You can find details of our fair use limits and charges on
  the Pricing page here.

# Compliance and fraud

- There are limits on how much you can load into a Parent Account. When you
  hit certain thresholds we may ask you to provide additional information to
  show us your source of funds are genuine.
- We pride ourselves on the security of our card and use the latest technology to protect your funds. If you believe there has been fraud on your Parent Account, someone else has your password or there are unauthorised or incorrect transactions, you should contact us immediately. Please see clause 18 for limits on what you or we are liable to pay for in these cases.

# The Details:

# 1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 We are "RoosterMoney", but our official name is World Learning Limited, and we are a company registered in England and Wales (company registration number 06830114.) acting as agent for Cornercard UK Ltd ("Cornercard"), an authorised electronic money institution authorised and regulated by the Financial Conduct Authority (Financial Register Number 900186). Cornercard's head office is 19 Eastbourne Terrace Paddington London W2 6LG and the company registration number is 08542957. At all times the Rooster Card remains the property of Cornercard. The use of the terms "we", "us" and "our" refer to RoosterMoney and/or Cornercard as the context demands.
- 1.2 These terms and conditions (<a href="https://www.roostermoney.com/payment-terms-and-conditions/">https://www.roostermoney.com/payment-terms-and-conditions/</a> and <a href="https://www.roostermoney.com/privacy/">https://www.roostermoney.com/privacy/</a>) form a legal agreement between RoosterMoney and you, the Parent Account holder, and apply to the use of the RoosterMoney Payment Service, your Parent Account and Rooster Card(s). Please read them carefully. If you have any questions and cannot find the answer here, or you would like a free copy of these terms and conditions, please email us at <a href="https://www.roostermoney.com">hello@roostermoney.com</a>.
- 1.3 This Agreement will commence on the Commencement Date (the date you sign up for a Rooster Card and therefore accept the Agreement by doing so) unless cancelled as explained above or terminated in accordance with Clause 12.
- 1.4 This Agreement and all communications between us and you shall be in the English language.

# 2. INFORMATION ABOUT ROOSTER CARDS

- 2.1 The Rooster Card is a payment card issued under the Visa scheme, so it can be used worldwide to pay for goods and services at participating merchants that accept Visa cards. It can be used for purchases online or in a shop, and to withdraw money from cash machines. It is a youth card, intended for use by a young person between the ages of 6 years and 18 years of age with parental permission and oversight.
- 2.2 As a prepaid card, the Rooster Card can only be used to spend Available Funds which have been loaded onto it via the Parent Account. The Rooster Card is only linked to your child's Spend Pot, so you can safely give it to your child, knowing that they can only spend the Available Funds in their Spend Pot (rather than all the Available Funds in the Parent Account). You will not incur interest charges, or earn any actual interest on funds in the Parent Accounts or Rooster Cards, but as a parent you could educate your children about the concept of interest by crediting their Spend Pots/Rooster Cards with "virtual" interest. The Spend Pot, Rooster Card and Parent Account are not overdraft products. Please see Clause 7.8 for what happens in the rare event that a negative balance occurs.
- 2.3 The vast majority of merchants accept Visa prepaid cards, however, we cannot guarantee that all merchants will do so. If you are unsure whether the card will be accepted, please check with the merchant before attempting the transaction. Because the Rooster Card is designed for use by people under the age of 18, certain types of merchant have been blocked by our systems. You can read more about restrictions on the use of Rooster Cards in Clause 8.
- 2.4 The Rooster Card is not linked to a bank deposit or savings account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

# 3. IDENTIFICATION WE NEED FROM YOU WHEN YOU SIGN UP FOR A CARD

- 3.1 The Parent Accounts and Rooster Cards are financial services products so the law requires us to obtain, verify and retain certain information about our customers. Please see our **Privacy Policy** for the personal data we collect, the purposes and legal basis for processing and your rights.
- 3.2 We also need to know that you are over 18 years old and a UK resident before we can provide you with a Rooster Parent Account and Rooster Card(s) for your child(ren). We complete an online identity check when you sign up and may ask you to provide documents to support this. This is not a credit check and will have no effect on your credit rating.
- 3.3 To reduce the risk of misuse, you must explain to your child(ren) how to use their RoosterMoney Card(s) responsibly and in accordance with this Agreement. You must

do this before they start using their card(s). The overall responsibility for the use of the Rooster Card lies with you, as the Parent Account holder.

# 4. FEES, CHARGES AND LIMITS

4.1 All our fees and charges are clearly displayed on our website here.

Be aware that other costs may exist for the Rooster Card, but are not paid through us or imposed by us (for example, fees charged by some ATMs.)

4.2 There are also Limits applied to each Parent Account and Rooster Card, which are detailed here.

If you go over these limits, your Account and Rooster Card may be frozen and/or you may be asked to provide further information. If you do not provide the information requested within a reasonable period of time, or we have reason to believe the information is inaccurate, we may terminate this Agreement in accordance with Clause 12.

4.3 The RoosterMoney Payment Service is a subscription service with an annual membership fee (in addition to other fees that are chargeable) until the Account has been cancelled. The annual membership fee will be deducted automatically from your Stored Card. Please be aware that RoosterMoney membership fees are recurring/continuous authority transactions and your annual membership fees will be debited on the anniversary of the date you activated your Account.

# 5. KEEPING YOUR PARENT ACCOUNT AND ROOSTER CARD DETAILS SAFE

- 5.1 You are responsible for the safekeeping of your username and password for your Account which are among the security procedures for accessing your Parent Account, confirming your identity or accessing your device, which may include biometric data such as a fingerprint ("Access Codes") and the personal identification number for your Card ("PIN"). We will assume that where the Access Codes or PIN is entered, the activity and transactions then entered into on the Parent Account or using the Rooster Card are made by you unless you notify us otherwise in accordance with clause 15.1.
- 5.2 You are responsible for keeping your Rooster Card, PIN and its details safe at all times. This means you must take all reasonable steps to avoid the loss, theft or misuse of the Rooster Card(s) and details on it, as well as the Access Codes and PIN. Do not disclose the Rooster Card details to anyone except where necessary to complete a transaction. You and the holder of any Rooster Card you apply for must follow the instructions for activating the Rooster Card. If there is a signature strip on

the Rooster Card, the user of the Rooster Card must sign the signature strip immediately when received. If you forget your PIN, you should use the RoosterMoney App to retrieve your PIN.

- 5.3 You and your child should be happy that the merchant or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical Rooster Card or details. If you don't do this, it may be treated as gross negligence and affect your ability to claim any losses (see Clause 15 for limits on this liability under this Agreement). NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE. This includes printed messages, e-mails and online forms.
- 5.4 When you activate your Rooster Card via the App, the PIN will be available to be viewed on your screen. Later on, if you need to check the PIN, you or your child (as the case may be) can view it by logging into your Parent Account or Child Account (as the case may be). We do not send the PIN through the post. Your child may wish to change the PIN number to something more memorable and can do this at any cash machine. The PIN number will be required whenever the Rooster Card is used to withdraw cash or to make Chip and PIN purchases. Although the Rooster Card is intended for use by your child, you are legally responsible for the use and safekeeping of the Rooster Card. It is important to explain to your child that they must look after their Rooster Card at all times and keep it secure and that the PIN number must be kept safe and not shared, given or shown to anyone.
- 5.5 Some useful tips to share with your child might include:
  - Memorising the PIN and making sure no one else has access to it;
  - Never writing the PIN down anywhere:
  - Not disclosing your PIN to any person;
  - Shielding your PIN when at a cash machine.

5.6 If you believe that someone else knows your Access Codes or PIN, you must contact us immediately in accordance with Clause 13.

# 6. ADDING MONEY TO YOUR PARENT ACCOUNT

6.1 Before using your Parent Account or Rooster Card to make payments, you must ensure that you have a sufficient amount of Available Funds. You can transfer money to your Rooster Account using one of the payment methods we support by **following the instructions here**. You must then use the App to allocate funds to each Rooster Card to pay for each purchase or cash withdrawal. Any Available Funds in your child's Spend Pot can be withdrawn or spent using the Rooster Card, within the spending limits you have set. You can limit how much can be withdrawn, or spent, in a single transaction as well as per day, week and month. You can decide where the Rooster Card can be used, nominating one or more of the following:

- On the internet
- On the High Street
- At ATMs

These spending limits can be varied at any time by you in the App.

6.2 You must not load or pay money to the Parent Account using any card, bank account or other payment instrument if you are not the named holder of that card, account or payment instrument. We take any breach of this requirement very seriously and will treat any attempt to do so as a fraudulent act. Without prejudice to claiming further damages, if the cardholder or account holder disputes the transaction and we are required to return funds that were loaded from a card, account or payment instrument that is not in your name, we may recover the amount of any such funds from you and charge a Chargeback Administration Fee to you. See the **Fees and Charges Table here** for details of this fee.

# 7. USING THE ROOSTER CARD

7.1 The Rooster Card can only be used by the child it was ordered for. Rooster Cards are non-transferable, and you cannot allow any other person to use them, for example, by disclosing the PIN or allowing them to use your Rooster Card to purchase goods.

7.2 We will be entitled to assume that a transaction has been authorised by the Parent Account holder and Rooster Card holder where:

- The Rooster Card was inserted into a chip and PIN device and the PIN entered:
- Relevant information was supplied to the merchant that allows them to process the transaction, for example, providing the merchant with the 3-digit dynamic CVV obtained from the App;
- Your Rooster Card is tapped against a contactless-enabled reader and accepted.
- 7.3 Normally, we will receive notification of your authorisation by way of an electronic message in line with the Visa card network. Once you have authorised a transaction, it cannot be stopped or revoked. However, you may in certain circumstances be entitled to a refund in accordance with clause 15.
- 7.4 When we receive your authorisation we will deduct the value of the transaction plus any applicable fees and charges from the Available Funds on the Rooster Card. This happens electronically and we can't stop the process. If you or your child wishes to cancel a transaction or obtain a refund, you should first contact the merchant.
- 7.5 There are certain rules on how quickly we have to make transactions happen. We have set out these rules below for your information:

- Within the European Economic Area (which includes the EU countries as well as Norway, Iceland and Liechtenstein) we will execute any transaction:
  - o in euro:
  - o in sterling; and
  - o involving only one currency conversion between the euro and sterling;

by transferring the amount of the transaction to the payment service provider of the merchant (e.g. the merchant's bank) by the end of the next Business Day after we get instructions to make the payment.

- Any other transactions within the European Economic Area will be executed no later than 4 Business Days after we get instructions to make the payment.
- If the payment service provider of the merchant is located outside the European Economic Area, we will execute the transaction as soon as possible.

7.6 The instructions to make a payment will be received from the merchant's payment service provider or automated teller machine (ATM) operator. If we receive the instructions on a non-Business Day or after 4:30 pm on a Business Day, they will be deemed received by us on the following Business Day.

# 7.7 Foreign Currency Transactions are processed as follows:

- 7.7.1 Any Rooster Card transaction in a foreign currency will be converted into pounds (GBP). We will do this at the exchange rate provided by Visa on the date the money leaves your Child's Account. This exchange rate varies throughout the day and these changes can be applied immediately and without notice. Details of the current exchange rates can be found on the Visa website (<a href="https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html">https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html</a>). We will show these exchange rates, and how they are applied to each transaction, in your Parent Account history in the App. The information in your Parent Account relating to your transactions is updated daily;
- 7.7.2 Rooster Card purchases abroad may incur a fee of 2.75% of the total transaction value which we pass on at cost;
- 7.7.3 Withdrawing money from a foreign ATM may incur a fee and some cash machines may add their own charges on top of this.

See the **Fees and Charges Table here** for details.

7.8 You (and your child) must not attempt to spend more than the Available Funds loaded onto the Rooster Card and if you do so, you must repay any excess immediately. If there are not enough Available Funds in the Spend Pot associated with the Rooster Card for the transaction that the cardholder is attempting to make, the transaction will be refused when the merchant seeks authorisation. On rare occasions a merchant may fail to seek authorisation for a transaction, and it may take the Rooster Card into a negative balance. We will deal with situations like this on a

case by case basis, but we may have to restrict or suspend the use of the Parent Account and/or Rooster Card until a positive balance is restored, debit the funds from the Parent Account or Stored Card or request you to pay the excess immediately. If you fail to do this, we reserve the right to use a debt collection agency and other legal remedies to recover the funds. We also reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts. We will inform you if we suspend the Rooster Card or Parent Account unless this is prohibited by law.

7.9 You can use your Rooster Card to make contactless payments. You will need to have made at least one Chip & PIN transaction to activate the contactless part of the chip first. The limit amount for contactless payments is regulated by Visa and may vary from time to time. We will advise you of the limit and any changes to the limit on our website.

7.10 Normally, we will be able to support transactions 24 hours per day, 365 days per year (366 days for leap years), however, we cannot guarantee this will be the case and, in certain circumstances – for example, if there is a serious technical problem (which may be beyond our reasonable control) – we may be unable to receive or complete Rooster Card transactions or money transfers to or from your Parent Account for a limited period of time while we work to restore service.

# 8. RESTRICTIONS ON THE USE OF ROOSTER CARDS

8.1 Using the Rooster Cards, Parent Accounts and services for any purpose contrary to laws, statutes or regulations applicable to you, including without limitation those concerning money laundering, fraud, criminal activity, or financial services, is strictly prohibited.

8.2 As the Rooster Card is designed for use by children and teenagers between the ages of 6 years and 18 years only, unlike standard High Street Bank debit cards, there are restrictions on the Rooster Card to prevent its use at adult merchants both on the High Street and online. This protection is provided by the Visa Merchant Category system. This system relies on merchants listing themselves accurately, which means that the protection offered can be limited. For example, the Rooster Card cannot be used at merchants that are listed under the following categories:

- Pubs, bars, nightclubs, and some restaurants
- Wine and beer wholesalers
- Cigar and tobacco shops
- Escort services and massage parlours
- Automated fuel dispensers
- Racetracks
- Adult entertainment venues, websites, or TV channels
- Online gaming and casinos

However, if a corner shop selling alcohol chooses to list itself as a general retailer, the transaction including alcohol will not be blocked. It is the responsibility of the merchant to check the identity and/or the age of customers and ensure they are complying with all UK laws.

- 8.3 In addition to the Visa Merchant Category system blocks mentioned above, the parent controls on the Rooster Card and the mobile push notifications offer you and your children an additional level of protection. With the App, parents receive notifications showing where and when purchases have been made and, by setting the parent controls, it is your responsibility to decide where your child can spend and how much can be spent. With real time notifications of every transaction, you have an opportunity to address any concerns directly with your child. As the legal cardholder, the overall responsibility for use of the Rooster Card lies with you, the Parent Account holder.
- 8.4 If you have set transaction limits on your Rooster Card and your child attempts to buy something over these limits, the RoosterMoney system intercepts the transaction and blocks it.
- 8.5 Please note that while Visa debit cards can be used in cash machines across the world, some countries do not yet use the chip and PIN system and use the older magnetic stripe (or "Mag Stripe") technology instead. As the Rooster Card uses the latest, most secure technology, it does not work with the old Mag Stripe system. The USA is one of these countries where sometimes this is an issue. Visa have confirmed that they are working to have all US merchants moved over to Chip & PIN systems.

# 9. MANAGING YOUR PARENT ACCOUNT AND ROOSTER CARDS

9.1 You will need access to the internet in order to manage your Parent Account and the Rooster Card(s), and an appropriate electronic device (such as a mobile phone or tablet) to use the App. We provide a monthly statement in the App which will include:

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- o a reference to help you identify each transaction;
- the amount of each transaction;
- the currency in which your Rooster Card is debited;
- o the amount of any transaction charges including their break down;
- the exchange rate used in the transaction by us and the amount of the transaction after the currency conversion, where applicable; and
- o the date of the transaction.

We will send you a monthly email to let you know that your monthly statement is available in the App. If you choose to opt out of the monthly email, you will be able to re-enable it via the Parent Account, or by contacting Customer Support (see clause 16 for contact information.) The monthly statement will be available via the Parent

Account free of charge in a form that enables you to store and reproduce the information unchanged. If there are no transactions on the Rooster Card for more than a month, we may not send you an email.

If you would like us to provide you with the information set out in this clause more often or in a different manner than agreed then we may charge you a reasonable administration fee to cover our costs.

- 9.2 You can also check the balance and Available Funds on your Parent Account and Rooster Cards as well as the statement of recent transactions by logging into your Account on the App, which will be updated where possible in real-time. Some transactions will only be updated on settlement or at the end of the business day.
- 9.3 If, for whatever reason, you are not happy with something your child has purchased using their Rooster Card, either online or in a shop (for example, if they buy goods which are faulty, or are not delivered), your contract is with the merchant and the merchant's terms and conditions apply. You must contact the merchant that sold the goods and ask them to replace the items or provide a refund. If you are unable to resolve the issue with the merchant, please contact RoosterMoney Customer Support Team and we will try to help you.
- 9.4 Be aware that your child might inadvertently sign up to subscription services such as Amazon Prime, Spotify, NetFlix or Microsoft Xbox. These services constitute a Subscription Billing arrangement between the cardholder and the relevant merchant. If you or your child wishes to amend or cancel their subscription or have a query about a payment, you must contact the merchant directly and their terms and conditions will apply. To stop a subscription billing payment, you must notify us no later than the close of business on the Business Day prior to the day on which the payment is due to be made. We will not be liable for any subscription billing payment that is deducted from your Accounts before you have notified us in this manner. You will not be able to cancel a payment that has already been made to a merchant under these terms.
- 9.5 When you transfer funds into your Parent Account, that transaction ends when the funds are credited to your Parent Account. Any payment or withdrawal of those funds is a separate payment transaction that cannot be cancelled or revoked by attempting to cancel or revoke the transfer of funds into your Parent Account.
- 9.6 If you wish to cancel a Rooster Card after ordering it and have not yet activated the Rooster Card, please simply advise us which Rooster Card you wish to cancel by email from your registered email address for the Parent Account and destroy the Rooster Card without activating it. We will cancel that Rooster Card in our system and no charge will be made by us for the order of that cancelled Rooster Card. If you wish to cancel the first Rooster Card issued within 14 days of having activated it, you may do so, by following the instructions above. If you have used the Rooster Card, you will not be entitled to a refund of any funds that have been spent using the Rooster Card, including any associated fees, but we will refund any fee charged for order of the Rooster Card and similar fees, and any unspent Available Funds will be

shown as Available Funds in the Parent Account. No other active Rooster Card(s), will be affected by this type of cancellation.

### 10. EXPIRY OF THE ROOSTER CARD

10.1 Your Rooster Card will expire on the expiry date shown on it ("Expiry Date"), which is the end of the month printed on the card. At that point, subject to your Account being in good order, fees up to date and the Rooster Card still being actively used, we may issue a new Rooster Card to you before the Expiry Date. We are not obliged to do so, and may choose not to issue a replacement Rooster Card at our sole discretion. If we do issue a new Rooster Card, a new Expiry Date will apply and the new Rooster Card will expire on that Expiry Date. The arrangements for the issue of a replacement Rooster Card will be communicated to you prior to your Rooster Card expiring. The "cooling off" period described under "Our Terms in Brief" at the start of this Agreement will not apply to any replacement Rooster Card issued by us. If you do not wish to receive any replacement Rooster Card(s) and wish to close your Parent Account, you may terminate the Agreement free of charge, as set out in clause 2.

10.2 If your child turns 18, and still has and is using the Rooster Card, they will be able to continue to use it until the Rooster Card expires. After that, it will be cancelled and you will need to contact us to cancel the Parent Account to prevent any further membership fees.

10.3 Once your Rooster Card has expired, or if it is found after you have reported it as lost or stolen, you must destroy your Rooster Card by cutting it into two or more pieces, through the magnetic strip and/or chip as the case may be.

# 11. WITHDRAWALS FROM YOUR PARENT ACCOUNT

11.1 During your Agreement you may redeem or withdraw some or all of the Available Funds by either using the Rooster Cards associated with the Parent Account or logging into your Parent Account and following our instructions.

#### 12. EXPIRY OR TERMINATION OF THIS AGREEMENT

12.1 This Agreement will continue until:

- it is terminated by you or us, as provided for under this clause 12; or
- the Expiry Date of the last Rooster Card issued in relation to the Parent Account.
- whichever comes sooner.

- 12.2 You may terminate this Agreement at any time free of charge by contacting us using the contact details provided on our website and redeem all of the Available Funds on the Rooster Card within 12 months following the date on which this Agreement ends, free of charge. You may also redeem all of the Available Funds upon the Expiry Date free of charge, if the Agreement is being terminated. Please contact our Customer Support team by emailing <a href="mailto:hello@roostermoney.com">hello@roostermoney.com</a> or on 0203 984 8422.
- 12.3 We may terminate this Agreement and inform you of the termination immediately unless prohibited by law if:
  - o 12.3.1 you breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use your Rooster Card(s) or any of its facilities in a manner that we believe is fraudulent or unlawful:
  - 12.3.2 you act in a manner that is threatening or abusive to our staff, or any of our representatives; or
  - 12.3.3 you fail to pay fees or charges that you have incurred or fail to put right any shortfall on the balance of your Rooster Card(s).
- 12.4 We may terminate the Agreement for no or any reason, including the reasons above, by giving you two (2) months' notice.
- 12.5 If your Parent Account is inactive (including without limitation no access to the account or payment transactions) for at least 2 consecutive years and has Available Funds, we may (but we are not obliged to) notify you by sending an e-mail to your registered e-mail address and give you the option of keeping your Parent Account open and maintaining or redeeming the Available Funds. If you do not respond to our notice within thirty (30) days, we will automatically close your Parent Account and cancel any associated Rooster Cards, and initiate a transfer of your Available Funds to the Stored Card or last payment account notified by you to us or by cheque to your last known address.
- 12.6 If the Agreement terminates, we will cancel your Rooster Card(s) and you must tell us as soon as practicable what you want us to do with any unused/unspent Available Funds on your Parent Accounts and Rooster Card(s).
- 12.7 Upon termination, we will process the refund of any remaining balance as quickly as we can once the cancellation is complete. We are required to allow 5 days for any outstanding purchases made on the Rooster Cards to arrive before we process the refund and most High Street Banks then take a further 2-3 working days before they show the refund in your personal bank account. For that reason, we ask you to allow 8-10 working days for the refund to show in your personal bank account. If you require the funds more swiftly we recommend that you:

o purchase a variable amount giftcard (such as on Amazon);

- withdraw the funds via an ATM: or
- o make a bank transfer back to your personal bank account.
- 12.8 Wherever possible, we will refund any remaining funds to the debit card used to load your Parent Account. Where payments have been made by bank transfer or standing order, your money will be refunded using the bank details you provide us. We will not complete your redemption request if we believe you have provided false information, we are concerned about the security of a transaction or if your Parent Account or Rooster Cards are not in good standing.
- 12.9 If for any reason you have some Available Funds left following the end of the Agreement under this Clause 12, you may redeem them in full up to 6 years following the termination, after which time your Available Funds will no longer be redeemable to you and we are entitled to retain the corresponding funds. If you make a request for redemption more than 12 months after the date on which this Agreement ends under this Clause 12, you will be charged a redemption fee as shown in the <u>Fees and Charges table</u> when you redeem your funds.
- 12.10 If upon cancellation or termination the balance on your Accounts are less than £5.00, we will request permission to donate these funds to our chosen children's charities. If you do not wish to do so, we will happily process the refund of Available Funds back to you.

# 13. LOST, STOLEN ACCESS CODES OR LOST, STOLEN OR DAMAGED ROOSTER CARDS

- 13.1 If your Rooster Card is lost or stolen or if you think someone is using your Parent Account, Rooster Card, PIN and/or Access Codes without your permission, you should freeze the Rooster Card(s) through the App and contact us immediately on 0203 984 8422 (and you must provide us with identifying details acceptable to us so that we can be sure we are speaking to you) to prevent fraudulent use of the Parent Account or Rooster Cards. We will put a stop on the Parent Account and Rooster Card so that it or they can't be used again and will then issue you with another Rooster Card or Parent Account with completely new details. If you find your Rooster Card after reporting it lost or stolen, you must destroy it by cutting it into two or more pieces through any magnetic strip and/or chip, as the case may be.
- 13.2 If the Rooster Card is damaged, please let us know by contacting the RoosterMoney Customer Support Team and we will be able to cancel it and issue you with a new one.
- 13.3 If we have to issue you with a new Rooster Card before the old one has expired, you will receive the first replacement card for free. We will charge a Rooster Card replacement fee as shown in the <u>Fees Table</u> for every additional lost card. This is not designed as a revenue spinner. It prevents us losing money. The "cooling off" period

described at the beginning of this Agreement does not apply to replacement Rooster Cards.

13.4 You agree to help us, our agents, regulatory authorities and the police if any of the events in Clause 13.1 occurs or if we suspect that the RoosterMoney Payment Service is being misused.

#### 14. PURCHASES FROM MERCHANTS

- 14.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with a Rooster Card.
- 14.2 Where a merchant provides a refund for any reason, it can take several days for the notification of the refund and for the money itself to reach us. As such, please allow 5-10 working days from the date the refund was carried out for the refund to be applied to your Rooster Card.

#### 15. LIABILITY FOR UNAUTHORISED OR DEFECTIVE TRANSACTIONS

15.1 If you believe you did not authorise a transaction or that a transaction was incorrectly carried out, in order to get a refund you must contact our Customer Support Team to report the disputed transaction as soon as you notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from your Rooster Card. We will as soon as practicable, and in any event no later than the end of the Business Day following the day on which we become aware of the unauthorised transaction, refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 15, except in cases where we have a reasonable suspicion that you have acted fraudulently, in which case we will conduct an investigation as quickly as possible and notify you of the outcome. If the investigation shows that the transaction was indeed unauthorised, we will refund you as set out above in this clause 15.1. Where applicable (including where we are liable for an incorrectly executed or unexecuted transaction), we shall restore your Parent Account to the state in which it would have been had the relevant transaction not taken place, so that the credit value date shall be no later than the date the amount had been debited. We reserve the right to conduct an investigation after we have made a refund to you. If such an investigation shows the transaction was authorised, you shall refund to us in full any refund made.

15.2 We execute transactions in accordance with the transaction detail received. Where the detail was provided to us by you (although this should not happen often as usually transaction detail is provided by the merchant) and it was incorrect or we can prove that the full amount of the transaction was duly received by the payment service provider of the payee, we will not be liable for incorrectly executing the

transaction, but we will make reasonable efforts to recover the funds involved. In such a case we may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.

- 15.3 Subject to the rest of this clause 15, we will limit your liability to £35 for any losses incurred in respect of unauthorised transactions arising from the use of your lost or stolen Rooster Card, or the misappropriation of the Rooster Card's details, except where:
  - 15.3.1 the loss, theft or misappropriation of the Rooster Card was not detectable by you) before the unauthorised transaction took place (unless you acted fraudulently, in which case you are liable for all losses incurred in respect of the unauthorised transaction), or
  - 15.3.2 the loss was caused by acts or omissions of one of our employees or agents,
  - in which case you are not liable for any losses.
- 15.4 You will be liable for all losses incurred in respect of an unauthorised transaction if you or your child:
  - 15.4.1 have acted fraudulently; or
  - o 15.4.2 have intentionally or with gross negligence failed to:
    - 15.4.2.1 look after and use your Parent Account and Rooster Card(s) in accordance with the Agreement; or
    - 15.4.2.2 notify us of the problem in accordance with Clause 13.1 or 15.1, as the case may be.
- 15.5 You shall not be liable for losses incurred by an unauthorised Transaction which takes place after you have notified us of a compromise of your Access Codes according to Clause 13, unless you have acted fraudulently, or where we have failed to provide you with the means to notify us in the agreed manner without delay on you becoming aware of the loss, theft, misappropriation or unauthorised use of your Rooster Card or Parent Account.
- 15.6 Our Customer Support Team may require you to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let you know as soon as possible the outcome of any such investigation. If our investigations show that any disputed transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for all losses we suffer in connection with the transaction including, but not limited to, the cost of any investigation carried out by us in relation to the transaction. We will give you reasonable notice of any reverse refund.
- 15.7 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Rooster Card balance and therefore unavailable for use. We refer to this as

a "hanging authorisation" or "block". In these cases, you will need to contact our Customer Support Team and present relevant evidence to show that the transaction has been cancelled or reversed.

15.8 We may, at our discretion, refuse to complete a transaction that you have authorised, in any of the following circumstances and without notice:

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- 15.8.1 if we are concerned about the security of your Rooster Card or we suspect your Rooster Card is being used in a fraudulent or suspicious manner;
- 15.8.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that we receive notification of the transaction;
- 15.8.3 if there is an outstanding shortfall on the balance of your Rooster Card;
- 15.8.4 if we have reasonable grounds to believe you are acting in breach of this Agreement;
- 15.8.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payments processors or payment schemes processing transactions; or
- o 15.8.6 if we are required to do so by law.

15.9 Unless it would be unlawful for us to do so, where we refuse to complete a transaction for you in accordance with Clause 15.8 above, we will notify you as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

15.10 We may suspend your Parent Account and/or Rooster Card(s), in which case you will not be able to use it for any transactions, if we have reasonable concerns about the security of the Parent Account or Rooster Card or we suspect the Parent Account or Rooster Card is being used in a fraudulent or unauthorised manner. We will notify you of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Parent Account or Rooster Card free of charge as soon as practicable once the reasons for the suspension cease to exist.

15.11 You may also be entitled to claim a refund for a transaction that you authorised provided that:

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- 15.11.1 the authorisation did not specify the exact amount when you consented to the transaction; and
- 15.11.2 the amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your

previous spending pattern on the Parent Account or Rooster Card, the Agreement and the circumstances of this case).

Such a refund must be requested from our RoosterMoney Customer Support Team within 8 weeks of the amount being deducted from the Rooster Card. We may require you to provide us with evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving your refund request, or where applicable, within 10 Business Days of receiving any further evidence requested by us. The refund shall be equal to the amount of the transaction. Any such refund will not be subject to any relevant fees.

15.12 This clause 15.12 applies when you use the regulated services of an AISP. We may deny an AISP access to your Parent Account (including any Rooster Card to the extent that such a card can be treated as a part of your Parent Account) for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to your Parent Account by that AISP. If we do deny access in this way, we will notify you of the denial and the reason for the denial in advance if possible, or immediately after the denial of access, unless to do so would compromise reasonably justified security reasons or is unlawful. We will allow AISP access to your Parent Account once the reasons for denying access no longer apply. Where an "AISP" is account information service provider, which provides account information services (i.e. online services providing consolidated information on one or more payment accounts held by you with another payment service provider or with more than one payment service provider).

15.13 For the purposes of this Agreement, you as Parent Account holder are liable for all the acts and omissions of Rooster Card holders, and all acts and omissions by them are deemed to be your acts and omissions.

# 16. ROOSTERMONEY CUSTOMER SUPPORT TEAM

16.1 Our UK based Customer Support Team is available 5 days a week from 9 am – 5 pm. Contacts received outside these hours will be treated as having been received on the following Business Day. Please also note that calls may be monitored or recorded for training purposes.

16.2 You can contact us by any of the following methods:

- Phone: 0203 984 8422
- Email: hello@roostermoney.com
- Post: RoosterMoney Customer Support, 109 Borough High Street, London SE1 1NL
- Chat: from either the website or the App.

16.3 If we need to contact you or send you a notification under this Agreement, we will do so by sending an email to the email address on your Parent Account. If we

need to contact you in the event of suspected or actual fraud or security threats that we might notice on your Parent Accounts or Rooster Card, we will first send you an email and an in-App chat notification prompting you to contact our Customer Support Team. We will not call you directly in such cases, so if you receive a call from anyone telling you that they are calling you because they suspect that your Parent Accounts or Rooster Card(s) have been used by someone else, for example, please make sure that you do not speak to them but instead call us straight away, as these could be fraudsters.

#### 17. COMPLAINTS HANDLING

17.1 If you are not satisfied with any element of the service you receive, any complaints should be made to our Customer Support Team using the contact details in clause 16.2 above. Calls may be monitored or recorded for training purposes.

17.2 We will make every possible effort to reply, addressing all points raised, within an adequate timeframe and at the latest within 15 Business Days of receipt of the complaint, in a durable medium. In exceptional situations, if the answer cannot be given within 15 Business Days for reasons beyond our control, we shall send a holding reply, clearly indicating the reasons for a delay and specifying the deadline by which you will receive the final reply, which shall not exceed 35 Business Days. For the purpose of this clause "durable medium" means a form which enables you to store the information in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

17.3 You may also refer any complaints about the RoosterMoney Payment Service not resolved to your satisfaction to the Financial Ombudsman Service. You may contact the Financial Ombudsman ("FOS") by post: Exchange Tower, London E14 9SR; telephone: 0800 023 4567 or 0300 123 9 123; website: <a href="http://financial-ombudsman.org.uk">http://financial-ombudsman.org.uk</a>; and e-mail: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>.

17.4 You may also refer any complaints about the RoosterMoney Payment Service not resolved to your satisfaction to the FOS using the European Commission's online dispute resolution platform

at https://ec.europa.eu/consumers/odr/main/?event=main.adr.show.

# 18. LIMITATION OF GENERAL LIABILITY

18.1 Subject to the provisions of Clause 15, World Learning Ltd (RoosterMoney) will not be liable (legally and financially responsible) for:

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- 18.1.1 any fault or failure relating to the use of the Parent Accounts or Rooster Card(s) that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite all our efforts to the contrary, including but not limited to, a fault in or a failure of data processing systems;
- 18.1.2 the goods or services that you purchase with your Rooster Card(s);
- 18.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses arising from your use or your inability to use the Parent Accounts or Rooster Card(s); or
- 18.1.4 a merchant refusing to honour a transaction or refusing a payment;
- 18.1.5 any acts or omissions that are a consequence of our compliance with any national or European Union law.
- 18.2 Where your Rooster Card is faulty due to an issue with RoosterMoney, our liability shall be limited to the replacement of the Rooster Card or, at our choice, repayment to you of the Available Funds on your Rooster Card.
- 18.3 In all other circumstances of our default not specifically mentioned in Clause 15 or this Clause 18, our liability will be limited to repayment of the amount of any Available Funds.
- 18.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities we have which we are not permitted to exclude or limit our liability for death or personal injury.
- 18.5 We take the security of your money very seriously. All relevant funds corresponding to your Available Funds are held in a NatWest bank account separate from our own funds in accordance with the safeguarding requirements of the Electronic Money Regulations 2011 ("Safeguarded Account"). This means that in the unlikely event of our insolvency, those funds are protected against claims by our creditors. Please note that the Financial Services Compensation Scheme does not apply to the RoosterMoney Payment Service or your Parent Account.

# 19. DATA PROTECTION

Our <u>Privacy Policy</u> (which is incorporated by reference into this Agreement) provides you with the information required by the Data Protection Act 2018 and related Acts and regulations governing the use and processing of personal data by persons established in the United Kingdom ("Data Protection Laws"), including details of the personal data that we collect, as well as the purposes and legal bases for processing such personal data. We will comply with the Data Protection Laws regarding the processing of personal data associated with the provision of services under the Agreement.

# 20. CHANGES TO THE AGREEMENT

20.1 If any changes are made, they will be publicised on our website 2 months before the changes take effect (unless the law requires or permits us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on our website at all times and will be sent to you by email upon request free of charge at any point during the Agreement.

20.2 We will also notify you of any change to the Agreement by email 2 months in advance. You will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect. If you do not accept the change, you may end this Agreement immediately and free of charge before the expiry of the 2-month notice.

20.3 There may be times when we will have to change this Agreement without notice or with a notice shorter than 2 months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the Rooster Card scheme. If this is the case, we will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible. Your right under clause 12.2 to terminate the Agreement at any time free of charge would not be affected.

#### 21. LAW AND COURTS

21.1 The Agreement, and your relationship with us arising out of or relating to the Agreement, will be governed by the law of England and Wales. However, if you are resident elsewhere in the UK, any relevant consumer protection law of your home jurisdiction that exceeds the consumer protection law of England and Wales will apply to the Agreement. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the courts of England and Wales. However, if you are resident elsewhere in the UK, the Agreement will be subject to the relevant court in your home jurisdiction (i.e. Scotland or Northern Ireland).