Golden Suisse®

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WORLD ELITE MASTERCARD PROGRAMME TERMS AND CONDITIONS

Version 4

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Sensitivity Confidential

CARDHOLDER TERMS AND CONDITIONS

IMPORTANT INFORMATION: This Agreement relates to the Programme. Please read the terms and conditions of this Agreement carefully before applying for Your Account and Card with the Programme. This Agreement and its terms and conditions, as may be amended from time to time on notice by Us, becomes effective and binding on Your successful application and activation or use of Your Account and/or Your Card and for the entire period of validity of Your Account and Card.

The terms and conditions apply to the Programme, which consists of the Account and Card issued to You by the Issuer and operated by the Programme Manager (together "We", "Us" or "Our"). The card facilitates the settlement of client transactions through the utilization of a smart contract algorithm, which promptly executes a sales order initiated by the client, utilizing the bullion securely held within the client's vault.

The card doesn't rely on credit. Instead, it's linked to your private Swiss bullion vault and immediately uses your precious metal holdings to pay for your purchases.

1. Programme And Programme Manager Information

1.1 The Programme Manager is GCB Suisse AG, a company incorporated in Switzerland under registration No CHE-340.622.066 with a registered office at Rathausstrasse 14, 6340 Baar. GCB Suisse AG is an authorised Swiss Financial Intermediary, and SRO-Member 100679 of the Swiss Financial Services Standards Association VQF, an officially recognised self-regulatory organisation (SRO) pursuant to the Anti-Money Laundering Act (AMLA) directives of FINMA.

1.2 The Golden Suisse World Elite card is issued by Card Issuer pursuant to a licence by Mastercard International. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

1.3 The Programme offers clients a method to promptly settle card transactions using their privately stored Swiss vaulted bullion, facilitated by a smart contract algorithm. This algorithm promptly processes point-of-sale, online fees purchases and ATM withdrawals, based on transactions initiated by the client, utilizing the securely held bullion within their vault. It's crucial to emphasize that this card does not operate as a credit card.

2. Fees And Charges

2.1 All Fees and Charges relating to the Programme are detailed on the fees page of the Website OR in the Fees and Limits Schedule to this Agreement. Fees will be deducted from Your Account balance automatically.

2.2 Alternative - The currency used to settle purchases with your card is based on the official gold price listed in EUR on the Golden Suisse website. If you make payments in currencies other than EUR, the exchange rate will either be Mastercard's official rate or the rate set by the merchant.

3. Applying For An Account And Card

3.1 To apply for, and use, an Account and Card relating to the Programme You must be at least 18 years of age and reside in either the UK or EEA. An Account and Card may be applied for on the Website www.goldensuisse.com or App (IOS and Android).

3.2 Provided the Programme has been able to undertake KYC to a satisfactory standard as per the Programme AML Policy, which can be found on the Website / can be requested through customer services, You shall receive an activation confirmation by Your email or on Your App and You will be able to use the Account.

3.3 When applying for an Account on the Website or App, You will be prompted to create a username and password. You will need this username and password (collectively Your “Security Details” for the Account) to access Your Online Account and perform the following functions (as well as any other functions specified on the Website or App) in relation to Your Card online:

i. change Your telephone number;

ii. check Your Available Balance;

iii. check Your Transaction Details; and

iv. change Your Password.

3.4 You are permitted to have only one Account. If we discover that You do have more than one Account, We may block Your Card without notice and terminate this Agreement with You forthwith.

3.5 You may apply for a Card for Your Account and each shall constitute a ‘Card’ for the purpose of these Terms and Conditions. The Card is a debit card that can only be used to spend the value of your bullion holdings. It is not a credit card, charge card or guarantee card and is not attached to a bank account.

3.6 If You receive a physical Card You must sign the signature strip on the back of the Card as soon as You receive it and then follow the instructions on the App to activate it. You will be provided with a unique PIN for the physical Card by Us.

4. Account And Card Limits, Usage And Authorisation

Loading

4.1 Your Account operates differently from a traditional credit or prepaid card, as it does not require loading funds or a bank account. Instead, it facilitates real-time settlement of transactions using your vaulted gold bullion, managed through a smart contract algorithm. Clients are solely responsible for purchasing and maintaining gold bullion in their vault, as no funds need to be added to the Account.

Usage / Redemption

4.2 You can use Your physical Card with Your PIN to withdraw cash from ATMs and at bank counters (where the bank permits it) or to buy goods and services online or at a point of sale at any Merchant who accepts the Scheme. A withdrawal fee may apply to withdrawals as set out on the fees page of the Website OR in the Fees and Limits Schedule to this Agreement.

4.3 You must always ensure that You have a sufficient Available Holdings Value for each Transaction You authorise (including value added tax and other taxes, duties and applicable fees as set out on [the fees page of the Website OR in the Fees and Limits Schedule to this Agreement]). If the Available Holdings Value is insufficient to pay for a Transaction, and the Merchants does not permit You to combine the use of Your Card with other payment methods, the transaction will be declined.

4.4 If for any reason a Transaction is carried out but its amount exceeds the Available Holdings Value, You must pay us the deficit immediately, and if You fail to do so after receiving a notification from us, We reserve the right to terminate this Agreement between us and take all necessary steps, including legal action, to recover this deficit.

4.5 There are certain circumstances where a Merchant may require You to have an Available Holdings Value greater than the value of the Transaction You wish to make. However, You will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than You initially planned to spend (“the relevant funds”) for example, when making hotel or car rental reservations. In the event that a Merchant has prior authorisation on Your Card, You may not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. However, the Programme will only block access to the exact amount of funds authorised by You.

4.6 Your Card cannot be used where such Merchants are unable to obtain online authorisation that You have sufficient Available Holdings Value for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and at tollbooths). We accept no liability if a Merchant refuses to accept payment using the Card.

4.7 When You use Your Card to pay for goods and services, You may need to enter Your unique PIN. Once Your PIN has been accepted the transaction or ATM withdrawal cannot be cancelled by the Programme.

4.8 When entering into Transactions over the internet, some websites may require You to enter Your Personal Details and, in such instances, You should supply the most recent Personal Details that You have provided the Programme with via the Website or App.

Limits / Declines

4.9 Transactions are subject to limits applicable to Your Card in Your Account which can be found in the Fees and Limits Schedule below.

4.10 We may decline a transaction, place restrictions on Your Card or apply special security procedures in respect of transactions if:

(i) You do not have an Available Holdings Value or sufficient Available Holdings Value for the transaction attempted;

(ii) The transaction will take You over the Card limits which can be found on the fees page of the Website OR in the Fees and Limits Schedule to this Agreement;

(iii) To protect the security of Your Card, Account, Security Details or personal data;

(iv) If we believe a transaction is unauthorised or illegal or poses a high risk of being unauthorised or illegal;

(v) We reasonably believe the transaction would be in breach of the Limits Schedule to this Agreement or our Acceptable Use Policy; or

(vi) The transaction and applicable fees will cause Your Account to go into a negative balance

4.11 Payments using Your Card for any transaction made in a currency other than supported currencies, will be subject to Scheme acceptance terms, Scheme conditions and Scheme fees.

4.12 Any refunds for goods and services purchased with Your Card will be made in accordance with the refund policy of the Merchant. Once the Programme receives the funds, the Programme will load Your Account immediately or transfer the funds to Your Debit Card or Personal Bank Account used to load the Account.

Authorisation

4.13 You will need to give Your consent to each Transaction so that the Programme can check it is genuine by, where applicable, a) using Your PIN or other Security Details personal to You; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to You and/or Your Card. Once You have given such consent to the Transaction, it will be deemed to be authorised.

4.14 The time of receipt of a Transaction order is when the Programme receives it. If a Transaction order is received after 4pm on a Business Day, then it will be deemed to have been received on the next Business day.

4.15 Once a Transaction has been authorised by You and received by the Programme, it cannot be revoked.

4.16 Where a Merchant's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, the Programme shall ensure the cash transfer to the Merchant's payment service provider within 4 Business Days following the day on which the Transaction order is received.

4.17 Certain Merchants may not accept payments made through the Card and We accept no liability for this: it is Your responsibility to check the restrictions of each Merchant.

4.18 Your ability to use or access the Card may occasionally be interrupted, for example if the Programme needs to carry out maintenance on its systems or websites. Please contact Customer Services to notify the Programme of any problems You are experiencing using Your Card or Account and the Programme will try to resolve these as soon as possible.

5. Additional Cards

5.1 At the Programme’s sole discretion and provided We have received sufficient KYC, You may be eligible to apply for up to one Additional Card connected directly to Your Account.

5.2 Settlement for transactions on the additional card will be made from Your Available Holdings Value shared with your Primary Card.

5.3 If this agreement is terminated, access to your balance will cease for any additional cardholder and any additional cards will expire or terminate as applicable.

6. Keeping Your Account, Cards And Pin Safe

6.1 You are entirely responsible for Your Account, Security Details for Your Account, Card, PIN and must take all possible measures to keep them safe and entirely confidential.

6.2 You can access your PIN for use with Your physical Card by our App or website. You will need this PIN in order to make payments at POS, cash withdrawals from an ATM or for making transactions.

6.3 Keep Your PIN safe, by memorising it, never disclosing it to anyone, or by letting anyone see You enter it. We recommend You do not write it down. If You do write Your PIN down or disclose it to any other individual, You may be held liable for any unauthorised or fraudulent transactions made using Your Card.

6.4 If You suspect that someone else knows Your PIN for Your Card or Security Details for Your Account, change them as soon as possible in Your Account or on the App. If You are not able to do so, please contact Us immediately to discuss.

6.5 You should check recent transactions and monitor the transactions history of Your Account regularly. If You do not recognise a transaction, then report it immediately (see below for reporting).

6.6 You must not give Your Card to any other person or allow any other person to use it. You may be held liable for any unauthorised or fraudulent transactions made using Your Card.

6.7 Once Your Card has expired or if it is found after You have reported it as lost or stolen You must destroy it by cutting it in two through the magnetic strip and disposing of it securely.

6.8 We reserve the right to require You to register for, and/or use enhanced online transaction security systems for customer authentication, which may include a one-time password as well as other third-party authentication.

6.9 Failure to comply with this Clause may affect Your ability to claim any losses in the event that we can show that You have intentionally failed to keep the information safe or You have acted fraudulently, with undue delay or with gross negligence.

7. Reporting Physical Cards Lost Or Stolen

7.1 If Your physical Card is lost or stolen You must report it immediately by logging into Your Account and using the online facility (You may also report it through the App or ringing the phone number for lost or stolen cards listed on the Website). We will take immediate action to protect the money in Your Account. Alternatively, You can temporarily block the Card at any time by logging into Your Account and using the "freeze" functionality.

7.2 You agree to cooperate with Our agents, any supervisory or regulatory authority, the police and Us if Your Card is lost, stolen or if we suspect fraudulent use of the Card.

7.3 Failure to comply with this Clause may affect Your ability to claim any losses in the event that We can show that You have intentionally failed to keep the Security Details safe or You have acted fraudulently, with undue delay or with gross negligence.

8. Reporting Unauthorised Transactions Or Disputed Transactions

8.1 If You believe that any of the transactions on Your Card were unauthorised or incorrectly posted to Your Account, You must notify Customer Services as soon as You become aware but not later than 13 months of the date of the debit to Your Account. If the Transaction is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car rental or a hotel reservation) and the transaction amount appears incorrect, You must notify Customer Services within eight (8) weeks of the date of the debit to Your Account.

8.2 Unless the Programme has reason to suspect fraud by You, or that You have failed to comply with these Terms and Conditions, or the Account Terms with intent or gross negligence the Programme will refund the amount of the unauthorised or incorrect transaction(s) as soon as practical.

8.3 Where You have made an authorised Transaction but have a dispute with the merchant, the Programme will require You to provide written confirmation of the disputed transaction within 120 days of the Transaction date. The written confirmation should be sent to Customer Services using the contact form which can be found on the Website and in the App. Alternatively, You can contact Customer Services, in writing or by telephone, to request a form to complete.

8.4 If:

(i) We do not receive written confirmation; or

(i) a refund is made in respect of a transaction that later turns out to be genuine

8.5 the Programme will re-deduct the amount of the transaction , in the event of 8.4(ii) only, You will be charged a fee as set out on the fees page of the Website OR in the Fees and Limits Schedule to this Agreement. Please note that any cash withdrawals will not be covered under the Scheme regulations.

8.6 In the event that a Transaction is made which is initiated by Merchant, we will provide a refund of that amount, subject to this Clause, only in circumstances where You can prove that:

(i) the exact Transaction amount was not specified when You authorised the payment; and

(ii) the amount of the Transaction exceeds the amount that You could have reasonably expected, taking into account Your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.

8.7 The refunds referred to above will not be provided if:

(i) the amount relates to currency exchange fluctuations; or

(ii) You have given Your consent to execute the Transaction directly to us; or

(iii) information on the Transaction was provided or made available in an agreed manner to You at least 4 weeks prior to the due date of the Transaction; or

(iv) You request the refund from us later than 8 weeks from the date on which it was debited.

8.8 If investigations performed by the Programme show that there have been unauthorised or incorrectly executed Transactions on Your Account then, provided that Your claim is made within the time limits specified in this Clause, You will not be liable for such transactions.

9. Payment Disputes

9.1 If You dispute a Transaction that You have authorised and which has been processed on Your Card, You should settle this with the person You bought the goods or services from; the Programme is not responsible for the quality, safety, legality or any other aspect of goods or services purchased with Your Card.

9.2 If Your dispute with a Merchant relating to a Transaction cannot be resolved You should contact Customer Services, for the Programme to attempt to assist You as far as is reasonably practicable.

9.3 If You have reason to believe that a Transaction was carried out without Your consent or in error, You may ask the Programme to investigate the Transaction by contacting Customer Services. If the Programme investigates the Transaction, the disputed amount will be unavailable to spend until our investigation is complete and if the Programme receives information that proves the Transaction was genuine, this will be deducted from Your Available Holdings Value and the Programme may charge You an investigation fee as set out on the fees page of the Website. If You do not have sufficient Available Balance for the Transaction or the investigation fee, You must repay the Programme the amount immediately on demand.

10. Foreign Exchange

10.1 If You use Your Card in a currency other than the currency in which Your Card is denominated, the amount deducted from Your Available Vault Holdings will be the amount of the Transaction converted to Your Account currency using a rate set by the Scheme. You may also be charged a foreign exchange Fee as set out on the fees page of the Website. In order to allow You to compare charges for currency conversion, You can view the real-time percentage difference between the amount that will be charged on Your Card for a foreign currency transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange reference rates issued by the European Central Bank. You can view this information on the Website and App.

11. Advising Changes Of Personal Details Or Financial Situation

11.1 If You change name, address or contact details such as telephone number or e-mail address You must notify the Programme within 14 days of the change.

11.2 The Programme reserves the right at any time to perform checks to confirm that the personal details You provide are accurate (for example, by requesting relevant original documents), including for the purposes of preventing fraud and/or money laundering. In addition, at the time of Your application or at any time in the future, in connection with Your Account, You authorise the Programme to undertake electronic identity verification checks on You either directly or using relevant third parties.

11.3 It is also important to notify the Programme without delay of any changes to Your circumstances that may affect the running of Your Account or Your Card, by contacting Customer Services (details below).

12. What Will Happen When Your Card Expires

12.1 You will not be able to use Your Card following its Expiry Date.

12.2 Physical Cards may be automatically renewed at the Programme's discretion. Unless requested otherwise, this will be on the same pricing as set out at the Fees and Limits Schedule to this Agreement] as the expiring Card.

13. Precious Metals Purchase Sale, Vaulting And Transfer Services

13.1 The settlement of transactions for this Programme is conducted using the Clients' available vaulted bullion holdings, as stipulated in the Precious Metals Purchase, Sales, Vaulting, and Transfer Services Agreement provided by GCB Suisse AG. This agreement, which is a separate contract between the client and GCB Suisse AG, is defined on the GoldenSuisse website under the Terms and Conditions section at www.goldensuisse.com.

14. Use Of Your Personal Data

14.1 The Programme is a data controller of personal data provided in connection with the Programme, Your Account and Card and, where You consent, Information on how the Programme uses and protects Your personal data is available in the Programme Privacy Policy on the Website. The Issuer is a joint controller of personal data provided in connection with the Programme.

14.2 Information on how Your personal data is used by the Programme is set out in this section.

14.3 The Programme may use third parties to process personal data on Our behalf. Such third parties may include creditors or potential transferees of rights and obligations under this Agreement.

14.4 The Programme will process and retain personal data in order to open and administer Your Account and Card, to deal with any enquiries You have about it and comply with regulatory obligations. The types of personal data processed are likely to include, but is not limited to, name, address, date of birth, contact details, financial information, employment details and device identifiers.

14.5 If the Programme suspects that it has been given false or inaccurate information, it may record that suspicion together with any other relevant information. Decisions may be made by automated means.

14.6 If illegality is identified, Programmes may pass details to the Issuer and UK and EU Authorities and Regulators. In addition, the Issuer and Law Authorities and Regulators in the UK and EU may request, access and use this information in order to detect, investigate and prevent crime.

14.7 The Programme and other organisations may also access and use this information to prevent fraud and money laundering. When the Programme, Issuer or Law Authorities and Regulators in the UK and EU process Your personal data, it is done so on the basis of a legitimate interest in preventing fraud, money laundering, and to verify identity. These processes are carried out in order to protect the Programme, the Issuer, other customers, and to comply with regulatory requirements.

14.8 Please contact Customer Services if You want to receive details of relevant Law Authorities and Regulators in the UK and EU and/or contact the Programme's Data Protection Officer.

14.9 The Programme and other organisations may access and use the information recorded by Law Authorities and Regulators in the UK and EU in other countries.

14.10 The Programme may check all personal information given by You with Law Authorities and Regulators in the UK and EU and other organisations. For the purpose of enabling use of Your Card, the Programme may also use information about any device, computer, network and browser You use.

14.11 Personal data may also be transferred confidentially to other organisations within the Issuer's group of companies and to relevant third parties so that the Programme can manage Your Card.

14.12 You can also obtain any details of the information the Programme and We hold about You and/or, details of any other person to whom the Programme and We may pass Your information (where the Programme and We are not prevented by law), by writing to Customer Services. You have a legal right to these details (in most circumstances) and, where applicable, to object to the Programme and Us processing Your personal data and/or request that Your data is corrected or erased.

14.13 The Programme and We reserve the right to process data in countries outside the European Union, however the Programme and We will ensure adequate protection for personal data transferred to countries outside the European Union as required by data protection legislation.

14.14 To facilitate the processing of payments, the Programme and We may share Card Usage information with specified third parties strictly in accordance with any nationally published Code of Conduct or similar, relating to the receipt and dispersal of government benefits.

14.15 You have the right to:

(i) know more about the information the Programme and We pass to third parties or that is held by Law Authorities and Regulators in the UK and EU, or to obtain a list of the third parties with whom the Programme and We share information;

(ii) receive details of the personal data the Programme and We hold about You.

(iii) receive a copy of this Agreement and the terms and conditions contained herein at any time, a copy of which will be made available on the Website.

15. The Law That Applies & Assignment

15.1 This Agreement is governed by United Kingdom and European law.

15.2 You agree to the non-exclusive jurisdiction of the courts of the United Kingdom.

15.3 Any delay or failure to exercise any right or remedy under this Agreement by the Programme shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

15.4 The Account and Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Financial Services Compensation Scheme (FSCS), the French Deposit Insurance Scheme (FGDR) or any other EU Compensation Scheme. However, the Programme will ensure proper protection of Your funds so that they are protected in accordance with applicable law if the Programme or We become insolvent.

15.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

15.6 If any part of this Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

15.7 You may not assign or transfer any of Your rights and/or benefits under this Agreement and You shall be the sole party to the contract between the Programme and You. You will remain liable until the Account and all Cards issued to You are cancelled or have expired and all sums due under this Agreement have been paid by You in full. Subject to giving You 60 days' notice the Programme may assign all rights and benefits under this Agreement to a third party and may subcontract any of the obligations under this Agreement. If the Programme does not hear from You prior to the expiry of the 60 days the Programme and We will assume You are agreeable to the change.

15.8 All communications relating to Your Account will be in English.

16. Communication

16.1 Any communication from the Programme to You will be given via the Website and by notification via email or the App (using the latest contact details with which You have provided us).

16.2 You may contact the Programme via Customer Service, the details of which are set out in the Definitions & Interpretation Clause.

17. Complaints

17.1 If You are unhappy with the service provided under these Terms and Conditions, please contact Customer Services to help You. A copy of the Programme Complaints Policy can be found on the Website.

17.2 Upon receipt of Your emailed complaint, Customer Services shall endeavour to respond to You as quickly as possible but, in any event, shall reply to You by return email by no later than 10 Business Days.

17.3 If, having received a response from Customer Services, You remain unhappy with the outcome, You can escalate Your complaint to Moorwand Limited.
Email address: operations@moorwand.com;
Website: www.moorwand.com.

For further assistance, contact the issuer Heuro SAS at support@ouitrust.com.

17.4 If the Programme is unable to resolve any complaint through the Programme Complaints Policy and Issuer Complaints Policy (which can be requested directly from the Issuer) or You remain dissatisfied generally with the resolution or way that Your complaint was handled by Us, You are eligible, dependent on the nature of Your complaint, to contact the UK Financial Ombudsman Service or the French Mediateur at:

UK Financial Ombudsman

Address: Exchange Tower, London E14 9SR;
Telephone: 0800 023 4 567 (free from most UK landlines but charges may apply if using a mobile phone or dialing from outside of the UK),
Alternative Phone: 02079640500 (calls by UK mobile cost no more than a national rate call to an 01 or 02 number and additional charges may apply if dialling from outside of the UK);
E-mail: complaint.info@financial-ombudsman.org.uk
Website: How to complain (financial-ombudsman.org.uk)

French Mediateur

Address: Maître Carol SABA
Le Mediateur de la Consommation AFEPAME
A l'attention du Médiateur de la Consommation de l'AFEPAME
c/o WEBHELP
Zac de Gray Impasse Clément Ader 70100 Gray;
E-mail: contact@mediateur-consommation-afepame.fr
Website: https://mediateur-consommation-afepame.fr/

18. Liability

18.1 If something which the Programme or We are not reasonably able to control, including but not limited to, defects relating to the Card or Account which stop or delay the Programme from meeting an obligation under this Agreement, the Programme and We will not be responsible for any loss which You may suffer.

18.2 If You are affected by something which is a fault of the Programme or was in the reasonable control of the Programme to prevent, the Programme will only be responsible for the financial loss actually debited from Your Account and not for any other loss whatsoever (for example, loss of reputation and indirect and consequential losses). Where the Card is faulty due to Programme default, the liability shall be limited to replacement of the Card.

18.3 You may not be liable for any use of the card, card number or PIN by another person who does not have your permission to use it or if it is lost, stolen or destroyed, unless:

(i) you agreed to that person having your card, card number or PIN, or through gross negligence or carelessness, failed to comply with condition 6.1, in which case you may be liable for any use that occurs before you tell us in accordance with these terms and conditions, or

(ii) you acted fraudulently, to the extent permitted by law, you may be liable for misuse of the card, card number or PIN.

you may only be liable to a maximum of €50 /£35 resulting from transactions arising from the use of a lost or stolen card or from the misappropriation of the payment instrument where the cardholder has failed to keep security features of the card safe. The €50 /£35 liability limit is applicable to each instance of loss, theft or misappropriation and not each transaction.

18.4 Provided You have not acted fraudulently or with gross negligence Your maximum liability for any transactions or fees incurred on Your Card if someone else uses Your Card before You report it lost or stolen will be €50 /£35. “Gross negligence” could include keeping a written record of Your PIN close to or with Your Card, so that both are easy to use by a third party.

18.5 You will be responsible for:

(i) any unauthorised activity if You act fraudulently or with gross negligence; and

(ii) any loss or fraud that results directly from Your failure to advise Us promptly of any name, address or contact details changes.

18.6 In the event that You do not use Your Card in accordance with these Terms and Conditions or the Programme discovers that You are using the Card fraudulently, the Programme reserves the right to charge You for any reasonable costs that are incurred in taking action to stop You using the Card and to recover any monies owed as a result of Your activities.

18.7 The Programme accepts no responsibility or liability for the goods or services that You purchase with Your Card or for any product or service discounts arising from the purchase with Your Card.

18.8 The Programme accepts no responsibility or liability for a merchant refusing to accept Your Card or failing to cancel an authorisation.

18.9 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from Our negligence or fraud.

18.10 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

18.11 The above exclusions and limitations set out in this paragraph shall apply to any liability of Our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to You, which may arise in connection with this Agreement.

18.12 For all other matters not expressly covered in this Clause and to the extent permitted by applicable law, the Programme and Our total aggregate liability shall be limited to the total amount of money that You have deposited into Your Account over the 12-month period prior to the claim.

19. Third Party Providers

19.1 You can choose to allow a Third-Party Provider (TPP) to access information on your account, to combine and display information about your account with information from other account providers provided the TPP is authorised by the FCA or another European regulator and you have given your explicit consent.

20. Changes To These Terms And Conditions

20.1 Except in exceptional circumstances (e.g. customer fraud or a security breach) the Programme and Us will provide You 60 days' notice of any material change to this Agreement. Notice will be sent to the email address registered to Your Account.

20.2 Changes will be deemed to have been accepted unless You notify the Programme to the contrary before the proposed date the change comes into effect. Rejection of any proposed changes will amount to termination of Agreement and the cancellation of Your Account and Card.

21. Cancellation Or Expiry Of Your Card Or Account

21.1 You have the right to withdraw from this Agreement and cancel Your Account or Card:

(i) within 14 days of the date of Your first Account or Card transaction without cause and without penalty. The Programme will refund all delivery charges if You cancel within this period.

(ii) at any time after the initial 14 day cooling off period. In this case, Your Account and Card will be cancelled 10 days after the Programme receives the withdrawal notice.

21.2 The Programme has the right to terminate this agreement and cancel an Account and Card by giving You 90 days' written notice.

21.3 Once Your Card and Account have been cancelled, it will be Your responsibility to destroy Your Card.

21.4 The Card will automatically be cancelled if:

(i) Your Account is closed for any reason; or

(ii) The Issuer ceases issuing Cards or E-money for the Programme. In this case, the Programme will contact You to advise if another Card or E-money will be issued to You by another issuer or by the Programme directly (where applicable).

21.5 The Programme may at any time and without notice suspend, restrict, block or cancel Your Account and Card, or refuse to issue or replace a Card, a PIN and/or Account related Security Details, for reasons relating to the following:

(i) any of the information that You provided to the Programme when You applied for the Account and/or Card was materially incorrect or false;

(ii) to comply with any applicable regulations or legislation;

(iii) You die;

(iv) You have not complied with the terms and conditions in this Agreement;

(v) The Programme or We have reason to believe that You have used, or intend to use, Your Card in a grossly negligent manner or for a fraudulent or otherwise unlawful purpose;

(vi) The Programme or We are required to do so for legal reasons; or

(vii) You use racist, threatening or abusive behaviour towards Programme or Our staff, or harass Programme or Our staff (including via social media).

If the Programme takes any of the steps referred to in this Clause, You will be notified as soon as possible or as permitted after the Programme have taken these steps. The Programme may ask You to stop using Your Card and return it to the Programme or destroy it. The Programme will issue You with a replacement Card if after further investigations it is believed that the relevant circumstances (as set out in this Clause) no longer apply.

21.6 If, following cancellation and reimbursement of Your Available Balance, any further Transactions are found to have been made or charges or Fees incurred using the Account or Card or we receive a reversal of any prior funding Transaction, we will notify You of the amount and You must immediately repay to us such amount on demand. We reserve the right to take all necessary steps, including legal action, to recover this deficit.

21.7 The Programme shall have the absolute right to set-off, transfer, or apply sums held in Your Account or Cards in or towards satisfaction of all or any liabilities and fees owed that have not been paid or satisfied when due.

22. Issuer Information

22.1 Card Issuer UK

Moorwand Ltd is a company incorporated and registered in England & Wales under registration No. 8491211 with a registered office at 3 Lloyds Avenue, London, EC3N 3DS, United Kingdom. Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900709) for the issuing of electronic money and payment instruments.

22.2 Card Issuer EU

Heuro SAS is a company registered in France under number 833165863, whose registered office is located at 1, Rue de la Bourse, 75002 Paris, acting as an electronic money institution authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under number 89589 for the issuing of electronic money and payment instruments.

The Golden Suisse World Elite card is issued by Card Issuer Moorwand Ltd pursuant to a licence by Mastercard International. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

To contact Customer Service of Moorwand Ltd, please email operations@moorwand.com.

Definitions & Interpretation

Account: The electronic money account associated with Your Card.

Additional Card: Any additional virtual or physical Card which is issued in addition to the primary account any time after the successful registration of an Account;

Agreement: These terms and conditions relating to the use of Your Card(s) as amended from time to time.

App: The Programme mobile application that allows You to access Your Account and view Card and Transaction related information.

Available Balance: The value of unspent funds loaded onto Your Account available to use.

Business Day: Monday to Friday, 9am to 5pm GMT, excluding bank and public holidays in [Switzerland,].

Card: Any Debit Card issued to You in accordance with this agre.

Card Issuer: To contact Card Issuer customer service please email operations@moorwand.com in the first instance.

For further assistance, contact the issuer Harmoniie SAS at support@ouitrust.com.

Customer Services: The contact centre for dealing with queries about Your Golden Suisse World Elite Card. You can contact Customer Services by:

i. calling +41 41500 1466 (Your network provider may charge a fee for calling this number);
ii. e-mailing support@goldensuisse.com from the email address registered to Your Online Account; or

iii. writing to: Haus Gryffenberg, Bahnhofstrasse 10, Zurich, Switzerland; or

iv. contacting the E-money or Card Issuer on operations@moorwand.com in the first instance. For further assistance, contact the issuer Harmoniie SAS at support@ouitrust.com.

EEA: European Economic Area.

Exchange A company that the Programme has partnered with, that is licensed to exchange gold for fiat currency and vice versa. The exchanges support the Programme's Gold Services.

Expiry Date: The expiry date showing on Your Card.

Fee: Any fee payable by You as referenced in the Fees & Limits Schedule.

Fees & Limits The schedule contained in this Agreement and which forms part of this Agreement.

KYC Means "Know Your Customer" and constitutes our verification of Your Personal Details.

Merchant A retailer or any other person that accepts Your Card.

Online Account The area on the Website that allows You to access Your

Account and carry out Account-related functions.

Personal Data The registered personal identity details relating to the use of Your Card and Account including (but not limited to) Your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which the Programme processes are set out in a Privacy Policy on the Website.

PIN Personal Identification Number; that is, the security number provided for use with Your Card.

Primary Card The first Card issued to You in response to registration of Your Account in accordance with this Agreement.

Primary Cardholder The person who has been issued with the Primary Card and who is responsible for the use of all other Additional Cards in accordance with this Agreement.

Programme Golden Suisse World Elite

Programme Manager GCB Suisse AG who are providers of the Golden Suisse World Elite. The Programme Manager is a company incorporated in Switzerland under registration No CHE-340.622.066 with a registered office at Rathausstrasse 14, 6340 Baar.

Scheme: Mastercard as shown on Your Card; Mastercard is a registered trademark of Mastercard International Incorporated.

Scheme Regulations: The terms and conditions of the Scheme which can be found [Mastercard Rules] or [Card-using Instructions (unionpayintl.com)]

Transaction: The use of Your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of Your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using Your Card.

Security Details: A set of personal codes consisting of numbers, letters and symbols which form a username and password selected by You in order to access Your Account.

Website: www.Goldensuisse.com

We, Us or Our: Are:

i. The Programme;
ii. The Programme Manager;
iii. Moorwand Ltd. Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900709) for the issuing of electronic money and payment instruments and registered in England & Wales No. 8491211. 9DU. Registered office 3 Lloyds Avenue, London, EC3N 3DS, United Kingdom. Moorwand Ltd is in partnership with Heuro SAS to provide the Golden Suisse World Elite as set out in this Agreement; and
iv. Heuro SAS. Heuro SAS is a company registered in France under number 833165863, whose registered office is located at 1, Rue de la Bourse, 75002 Paris, acting as an electronic money institution authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under number 89589 for the issuing of electronic money and payment instruments.

You or Your: You, the person who has entered into this Agreement with us by virtue of Your use of the Card and or Account and any other person You have authorised to use any Cards in accordance with this Agreement.

Fees and Limits Schedule

Issuing Fees	Fees
Card Fee for each Black Metal Prestige card	NA
Fee for each Black Metal Prestige additional card issued	EUR 450
	EUR 450
Fee for each 60g 18K Gold card issued	EUR 9,950
Card Replacement Fee 60g 18k Gold Card	EUR 9,950
Loading Fees	
Fee for loading card by credit card	NA
Fee for loading card by debit card	NA
Fee for loading the card by cash	NA
Fee for loading the card by electronic / bank transfer	NA
Using Your Card	
ATM withdrawal (exclusive of ATM operator fees)	NA
ATM withdrawal Overseas	NA
Transaction Fee (chargeable on POS & online transactions)	NA
Foreign Exchange Fee	NA
Chargeback investigation	NA
Redemption fee	NA

Recurring Fees	
Monthly account fee*	NA
Inactivity Fee	
Inactivity Fee (after 6 months of no activity)	NA

Limit Type	Frequency	
Min. Initial Load Value	per transaction	NA
Max. Load Value	per transaction	50.000,00 EUR
Max. Load Value	Within 24 hours	50.000,00 EUR
Max. Load Number	Within 24 hours	100
Max. Load Value	per month	150.000,00 EUR
Max. Load Number	per month	2000
Max. Load Value	per year	700.000,00 EUR
Max. Load Number	per year	10.000
Max. Total Balance	per account	NA
Max. Total Balance	per card	NA
Max. Number POS (#)	Within 24 hours	150
Max. Value POS (€, £)	Within 24 hours	50.000,00 EUR
Max. Number POS (#)	per month	1.000
Max. Value POS (€, £)	per month	150.000,00 EUR
Max. Number POS (#)	per year	10.000
Max. Value POS (€, £)	per year	700.000,00 EUR
Max Number ATM (#) withdrawals	Within 24 hours	5
Max Value ATM ((€, £) withdrawals	Within 24 hours	2.500,00 EUR
Max Number ATM (#) withdrawals	per month	25
Max Value ATM ((€, £) withdrawals	per month	10.000,00 EUR
Max Number ATM (#) withdrawals	per year	100
Max Value ATM ((€, £) withdrawals	per year	25.000,00 EUR