

# Credit Card Terms & Conditions

This is a copy of your Bank of Ireland UK Credit Card (issued by Jaja Finance Ltd) Terms and Conditions on which we intend to rely. For your own benefit, and protection, you should read these carefully. If you do not understand any point, please ask for further information.

## 1. DEFINITIONS

**“Account”** - the Account we open to record Transactions;

**“Additional Cardholder”** - any person to whom you have asked us to give a Card so that person can use the Account;

**“Agreement”** - the agreement between you and us which includes these Terms and Conditions;

**“Balance Transfer”** - a payment we make on your request to another organisation which pays off or reduces the amount that you owe to that other organisation excluding any Jaja Finance Ltd company or a payment we receive from another organisation which reduces the amount you owe to Jaja Finance Ltd;

**“Card”** - the credit card, physical or digital including any renewal, replacement or additional credit card which we give you or an Additional Cardholder to use with the Account;

**“Cash Advance”** - any Transaction under which you or any Additional Cardholder receives cash (for example ATM withdrawal) or a cash substitute (for example, gambling transactions, gaming chips, purchases of currency and also cash-related transactions such as travellers’ cheques or money orders) by using the Card or Card details including where the Account is in credit;

**“Credit Intermediary”** - means Bank of Ireland UK whose registered office is at Bow Bells House, 1 Bread Street, London, EC4M 9BE (Company No. 7022885);

**“Cash Limit”** - the maximum amount we allow you to owe us on the Account for Transactions which are Cash Advances;

**“Chip”** - an integrated circuit embedded in the Card and references to ‘Chip’ include a reference to all property and information stored in the Chip;

**“Credit Limit”** - the maximum amount we allow you to owe us on the Account as notified to you from time to time;

**“Credit Reference Agencies”** - means regulated organisations which hold credit information about customers that is used by lenders, examples include Experian Limited, Equifax Europe (UK) Limited and TransUnion LLC or any company which collects information relating to your credit rating;

**“Payment Machine”** - a machine capable of accepting the Card and/or Card details as payment for a Transaction;

**“Payment Scheme Exchange Rate”** - the exchange rate set by the Payment Scheme. Further details can be found on your statement;

**“PIN”** - your personal identification number issued by us to you, generally required at point of sale, or at an Automated Teller Machine (“ATM”), in order to authorise a Transaction;

**“Promotional Balance”** - means the amount you owe to us on the Account for Transactions made under a Special Promotion;

**“Purchase”** - any Transaction other than a Balance Transfer or Cash Advance under which you or any Additional Cardholder make payment using your Card;

**“Recurring Transaction”** - a regular payment (other than a direct debit or standing order) collected from your Account by a Retailer authorised by you to collect payments from your Account, in line with your instruction. Recurring transactions are not covered by the Direct Debit Guarantee;

**“Retailer”** - a supplier of goods, services or Cash Advances;

**“Security Details”** - are required for the use of your Card and can be either supplied by Us or selected by You and can include: PIN, password, security numbers or codes, your fingerprint or other distinctive personal characteristics to make an instruction;

**“Special Promotion”** - means a promotion we may make available to all or some cardholders from time to time, for example an introductory offer such as a 0% Balance Transfer rate;

**“Transaction”** - any Balance Transfer, Purchase or Cash Advance;

**“We”, “Us”, “Our”** – Jaja Finance Ltd, a company incorporated in England and Wales under Company No. 09797750 and any other person to whom we may transfer any or all of our rights and duties under this Agreement.

## 2. CARD

**2.1** You agree at all times to use the Card only in accordance with the terms of this Agreement. If we have a valid reason for doing so, we can at any time vary the terms of this Agreement and You agree to comply with any varied terms of this Agreement.

**2.2** The Card and PIN may only be used by you and any Additional Cardholder. In this Agreement when we refer to the ‘use of the Card’, this refers both to your physical use of the Card, including the digital card, or Card Number and/or the Security Details for transactions made online, using a mobile device, by telephone or by contactless.

**2.3** The Card and the content of the Chip belong to us. This means that we or any person acting for us, can cancel, stop, suspend or request you to return the Card at any time. We may at any time keep the Card or ask for the Card to be returned to us. At the end of your Agreement if we ask you to destroy the Card, you must do so immediately by cutting it in half vertically through the Chip.

## 3. PROTECTING YOUR ACCOUNT AND SECURITY DETAILS

You must:

- Sign the Card as soon as you receive it;
- Do everything that you reasonably can to keep your Card details and your Security Details safe. For example, you should not:
  - Write down your PIN or other Card Security Details in a way that is recognisable on your Card or banking documentation;
  - Choose sequences of letters or numbers that may be easy to guess;
  - Let anyone watch you enter your PIN into an ATM or Card reading machine.
- Take all reasonable care to ensure that the Card and Security Details are not lost, mislaid or stolen;
- Not use the Card or your Account for anything illegal or to buy anything illegal;
- Keep your Card receipts safe and dispose of them carefully;
- Never give your Security Details to anyone unless you know who they are and why they need them;
- When using third parties for the provision of Account Information or Payment Initiation services, only provide these to an authorised Account Information Service Provider or Payment Initiation Service Provider;
- Make sure that any Additional Cardholder takes the same precautions to protect the Card and your Account;
- Comply with any new and/or enhanced security measures we may tell you about from time to time;
- Contact us about any suspicious matter or problem regarding the use of the Card;
- Co-operate with us and the police to recover lost or stolen Cards and to investigate any unauthorised transaction. If you are asked to provide details of an unauthorised transaction that has been reported to the police, you must do so.

## 4. USING YOUR ACCOUNT

**4.1** We will debit or credit from/to your Account the amounts of all Transactions together with all interest, fees, and charges which become due under this Agreement.

**4.2** Transactions using the Card may be authorised by You or another person You allow to use the Account (or an “Additional Cardholder”) using a combination of the Card and/or Security Details or in other ways advised to you by us from time to time, in accordance with the terms of this Agreement.

**4.3** Any Transaction occurring in a currency other than sterling, will be converted into sterling at the Payment Scheme Exchange Rate for Transactions on the date the Transaction is posted to the Account. Please refer to the Summary Box for more information.

#### **4.4** You must not:

- exceed the Credit Limit (please note that we can decline Transactions that cause you to do so, but in the event we do authorise such a Transaction, you may have to pay the relevant over limit fee and make a payment to bring the account within the limit - please refer to section 7. Fees and Charges for details);
- assume that you can use your Card if you have breached your Agreement;
- use the Card before or after the period for which it is stated to be valid or after any notification given to you or to any Additional Cardholder of its withdrawal, or after this Agreement ends.

**4.5** We may restrict your Cash Limit to a percentage of your Credit Limit. If we do, we will notify you of your Cash Limit at that time.

**4.6** You cannot stop a Balance Transfer, Purchase or Cash Advance after it has been made.

**4.7** Any Special Promotion which we may offer you is valid only for so long as you do not breach the terms of this Agreement (for example, if you fail to make the minimum monthly payment by its due date or if you exceed your Credit Limit). If you do breach the Agreement, we may remove any Special Promotion and the standard variable rates will apply to your Promotional Balance.

**4.8** At the end of any promotional/introductory period, any outstanding balances will be subject to the applicable standard variable rate.

**4.9** You are not permitted to have a credit balance on the Account and therefore you should not make payments that would place the Account in credit.

**4.10** If you instruct us to make any payments to or from the Account and you provide us with incorrect payment details, this may result in a delay in any debits or credits to or from your Account.

## **5. BALANCE TRANSFERS**

**5.1** We can refuse a Balance Transfer or limit the amount for any reason (for example, for reasons related to fraud or where there are other legal, commercial or regulatory requirements). We will tell you if this happens unless a legal requirement means we cannot. Each transfer must be a minimum of £100 and a maximum of your Credit Limit less £200, unless the transfer is made through our online servicing function where the maximum limit must leave at least 5% of your available Credit Limit. Please ensure you check the maximum limits prior to effecting the transfer.

**5.2** We may charge you a fee for each Balance Transfer, as set out in the 'Charges' section of the Agreement. We may send you offers from time to time for which a different fee may apply. We will tell you the fee, and other key terms, before you take up the offer.

**5.3** It may take up to 3 weeks to process a Balance Transfer. You should continue to make payments to the other lender(s) (if appropriate) until the Balance Transfer shows as a credit on your Account with the other lender(s).

**5.4** As part of servicing your account we will notify you of any fees or interest applicable on Balance Transfers.

## **6. INSTALMENT PLANS**

**6.1** From time to time we may offer you an instalment plan which allows you to repay a balance in monthly instalments over a period of time.

**6.2** If you have an instalment plan on your account, the monthly instalment will be the instalment plan amount divided by the number of months we offer for repayment.

**6.3** You can cancel an instalment plan at any time by telling us.

**6.4** We will cancel any instalment plans on your account if you don't pay the minimum monthly payment, including the monthly instalment for two months in a row.

**6.5** If an instalment plan is cancelled, the amount you owe on the instalment plan will become part of the overall amount you owe on the account for calculating the minimum payments and charging interest.

## 7. FEES AND CHARGES

**7.1** The amounts of our fees and charges and details of when they will be payable can be found in your Summary Box and the Agreement. These fees and charges will be debited to your Account.

**7.2** Under Clause 9, we may at any time increase or decrease any fee or charge payable under this Agreement or introduce a new charge for any service provided under or in connection with this Agreement.

**7.3** If at any time during the Agreement you change your billing address to an address located in the Republic of Ireland you will be liable to pay Government Stamp Duty in accordance with Republic of Ireland Revenue legislation. The charge will appear in your statement if you are affected by this.

## 8. INTEREST

**8.1** Every day we use your balance to work out how much interest to charge you. We charge interest on Cash Advances from the day of the transaction and you won't pay interest on Purchases if you pay off the full Purchase balance on your statement by the due date

**8.2** We may charge interest on interest if you do not pay the minimum payment amount shown on your statement.

## 9. CHANGES

**9.1** We may at any time change:

- the Credit Limit;
- the Cash Limit;
- the rates of interest;
- the amount of any charge or fee payable under this Agreement;
- any other term of this Agreement (including adding new terms or removing existing terms).

**9.2** Changes in interest rates, the Credit Limit, or to any of our charges or fees may be personal to you and may be based on a number of factors such as your personal credit risk profile, whether you keep to the terms of this Agreement and the way in which you use the Card and your Account.

**9.3** In addition to the changes mentioned at Clause 9.2, we may also make changes because of any of the following:

- changes in financial market conditions or banking practice;
- changes to the structure of our group or persons through whom we offer our products and services;
- changes in the costs of maintaining the Account;
- complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice;
- changes in technology, such as differences resulting from new IT systems, security systems or other processes;
- the introduction of a new service or improvements to the service we already offer you;
- the correction of any genuine mistakes or omissions or to make the terms of this Agreement clearer or more favourable to you;

**9.4** We may also make changes for any other valid economic, business, regulatory or legislative reason.

**9.5** Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not want us to increase the Credit Limit, you can ask us not to do so. At any time, you can ask us to only apply credit limit increases with your explicit permission or not to offer you future increases in your Credit Limit and to stop giving you information about increases to your Credit Limit. Before we agree to significantly increase your Credit Limit, we will assess your credit profile based on our own records and/or the records about you held by the Credit Reference Agencies.

**9.6** We will tell you about any changes (including any changes in interest rates and/or your Credit Limit) by:

- advising you in your monthly statements; or
- sending you a separate written notice by post or electronically (including by e-mail, online servicing, SMS messages, app notifications or similar).

**9.7** Except for changes to your Credit Limit and/or the interest rates, if a change that we make is to your benefit, we can make the change immediately and we will tell you about it within 30 days' of the change having taken place.

**9.8** Except for changes to your Credit Limit and/or the interest rates, if a change that we make is not to your benefit we will give you at least 30 days' advance notice of the change, and if you wish to do so, within 60 days of being told about the change, you can give us notice to close your Account. Please refer to Clause 13.2 for details of how you can do this.

**9.9** If we increase your Credit Limit, we will give you at least 30 days advance notice of any increase.

**9.10** If we reduce your Credit Limit:

- we will do that straight away when you are not using the part of your credit limit affected of when any of the circumstances set out in clause 12.2 apply;
- we will give you at least 30 days' notice in all other circumstances. The new Credit Limit will not be lower than the balance outstanding at the time of notice.

**9.11** Except for changes caused by a movement in our base rate (which is used to calculate the interest rate), or at the end of a special, introductory or promotional rate, we will give you at least 30 days' notice of any interest rate changes. If the interest rate change is due to a change in our base rate, then the change will happen immediately. We will only increase the interest rate if we have a valid reason.

**9.12** You are entitled to reject any increase in your interest rate or any change to the terms of this Agreement in accordance with clauses 13.2 and 13.3.

## **10. PAYMENTS TO THE ACCOUNT**

**10.1** You must pay the minimum payment by the due date shown on your statement.

**10.2** Please refer to your statement to understand how you can make payments to your Account. When you make a payment, we will apply the money we receive from you to your Account as follows:

Payments we receive will be applied to the different amounts of your outstanding balance in the order of highest interest rate to lowest interest rate. If you have more than one balance at the same interest rate, your payment will be applied against transactions in the order of Cash, Purchases (including Purchase made during the introductory period), Fees and Charges, and Promotional Balances, with the exception of where a Default Charge is yet to incur interest, in which case the Default Charge will be paid off last. If you have more than one Promotional Balance at the same interest rate, your payment will be applied against the balance that ends first. If the payment is greater than your monthly statement balance, we will apply any remaining payment against transactions that have not yet appeared on your statement in the same order as those that have.

**10.3** We are required to monitor your account and contact you if, over a sustained period, your repayments are going towards fees, interest and charges more than they are going towards your balance. If this continues, we are also required to request additional or larger payments, or to take other action as required to ensure you repay your outstanding balance over a reasonable period in a manner that is affordable for you. Depending on your personal circumstances or your response to our correspondence, we may be required to suspend your account whilst your outstanding balance is paid.

## **11. STATEMENTS**

**11.1** We will choose the date of your first statement. We will provide you with a statement showing all debits and credits to your Account since the date of your last statement. Statements will be sent each month if there have been transactions or other movements posted to your Account on or before the date the statement is created. This may be an online statement, by email or other electronic means where we have your consent to do so.

**11.2** You should check your statements and you must tell us as soon as possible if you think your statement is wrong.

## **12. RESTRICTIONS ON USE OF THE CARD**

**12.1** We may without prior notice to you or any Additional Cardholder:

- refuse to allow or authorise payment under any Transaction;
- suspend, restrict or terminate your (or any Additional Cardholder's) right to draw upon credit;
- withdraw the Card;
- refuse to replace the Card;
- reduce any unutilised credit.

If we do this, the Payment Machine will display the information that the Transaction has been declined and/or we may write to you and/or contact you by telephone and/or using contact details we hold for you.

**12.2** We will be entitled to take such steps as are reasonably necessary to affect any of the actions specified in 12.1 if:

- you (or any Additional Cardholder) are in breach of this Agreement;
- we have reasonable grounds to believe that there is a significantly increased risk that you (or any Additional Cardholder) are getting into, or are in financial difficulties, or are or may become bankrupt or subject to a voluntary arrangement or are unable to fulfil your obligations to repay the credit;
- you die;
- you (or any Additional Cardholder) use the Card for business purposes;
- we have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
- there is a change in your personal risk profile;
- any information provided by you to us is inaccurate or misleading;
- the Card is being used for a purpose that could reasonably be expected to give rise to a material reputational risk to us, and we notify you upon exercising our rights under clause 12.1; or
- we have any legal, regulatory or other objectively justifiable reason.

### **13. ENDING THIS AGREEMENT**

**13.1** You may end this Agreement at any time by telling us and paying off the outstanding balance on your Account in full.

**13.2** If we make a change to any term of this Agreement and the change is to your disadvantage you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right, you must write to us within 60 days of the date on which we first told you about the change.

**13.3** If we make an increase to an interest rate applicable to your Account, you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right, you must write to us within 60 days of the date on which we first told you about the increased rate.

**13.4** Unless there are exceptional circumstances or unless you are in breach of this Agreement, we can end this Agreement at any time by giving you at least two months' written notice. The Agreement will then terminate at the end of the period of two months beginning with the day after the day on which we give you notice.

**13.5** If you breach this Agreement, we will send you a default notice under the Consumer Credit Act 1974.

**13.6** When this Agreement ends for any reason you and each Additional Cardholder must repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rate will continue to be charged on the outstanding balance until it is paid in full.

### **14. THEFT, LOSS OR MISUSE OF CARD**

**14.1** If the Card is lost or stolen or if you know or suspect that the PIN, Card number or other Card Security Details have been misused or are likely to be misused, then you must notify us as soon as you can. You can call us, or you can write to us. If such notification is received orally you may be required to provide further information in writing as part of our investigation. We can also ask you to provide further information to help us look into any unauthorised use of your Card, Pin or Security Details.

**14.2** Unless we can show that you acted fraudulently or you allowed someone else to use your Card, you will not have to pay anything if the misuse of your Card happened:

- before you received your Card or if it was impossible for you to know about the payment;
- after you notified us of loss, theft or unauthorised use or that the Card details might be known to someone else;
- as a result of the Card details being used by someone else but the Card was not lost or stolen (for example the Card was "cloned" or "skimmed" when you used it in an ATM or Payment Machine); or
- as a result of the Card details being used by someone else to make a payment by telephone, using a mobile device or online.

**14.3** Unless we can establish that you acted fraudulently, or you authorised the use of your Card by someone else, you will be liable for the first £35 of losses which occur during the period of unauthorised use of your Card which starts when your Card is in the possession of an unauthorised person and ends when you tell us about this, or when we recover possession of the Card (whichever is first).

**14.4** If we can show that you acted fraudulently or that you authorised the use of your Card by someone else, then you may be liable for all losses.

**14.5** If you need to tell us under clause 14.1 that your Card is lost, stolen or likely to be misused, then you should call or write to us.

## **15. RETAILERS**

**15.1** In some cases a Retailer may need to ask us for authorisation for a particular Transaction. This can happen even if the amount of the Transaction would not cause you to go over your Credit Limit. The granting of any such authorisation has the effect of reducing the funds available to you at that time.

**15.2** We will not be liable for the refusal of any Retailer to accept or honour the Card.

**15.3** Your Card may be used to make payments in retail outlets with a compatible payment terminal or when you are not in the presence of a Retailer, for example, by telephone or on the internet. The way in which you authorise such payments may vary according to the functionality of your Card and the Retailer facility. The amount of the Transaction must be confirmed with the Retailer at the time of authorisation.

**15.4** If you are unable to use a PIN due to a disability or medical condition, please contact Customer Services.

## **16. DISPUTED TRANSACTIONS AND REFUNDS**

**16.1** If a Retailer gives you a refund in respect of a Transaction which you made using your Card we will credit the Account with the amount of the refund only when we receive the appropriate notification from the Retailer which is acceptable to us. We will charge you interest on the amount of the Transaction until we credit the amount of the refund to your Account.

**16.2** If you tell us that a Transaction debited to your Account is not correct, we will ask you for information to help us investigate. If we find that the Transaction is incorrect we will without delay refund the full amount of the Transaction and restore your Account to the position in which it would have been had the incorrect Transaction not taken place. If we do not agree that you are entitled to a refund we will tell you why.

**16.3** There are online services available that allow you to view your account and/or make payments using a third party service provider. If you sign up to one of these, then this means that information and instructions will move between us and them. If one of these services tells us that you have authorised a payment from your account, we have to treat that instruction as if it came from you. If it turns out that a transaction made through these services is executed incorrectly, then we will treat it the same way as set out above. The third party service provider has to refund us if it is their fault.

**16.4** If we receive evidence from a third party bank that an amount credited to your Account is not correct, we will protect the funds and give you 15 working days' notice before debiting the amount from your Account to be returned to the sender.

**16.5** If you authorised a Transaction and at the time you authorised the Transaction you did not agree a specific price, then you can request a refund from us if the amount you are charged for the Transaction is more than you reasonably expected, taking into account your spending patterns and other relevant circumstances. We will ask you for information to help us investigate your request for a refund. If we do not agree that you are entitled to a refund we will tell you why. We will normally tell you whether or not we agree that you are entitled to a refund within 10 working days of receiving your request for a refund or within 10 working days of receiving any information that we ask you for, whichever is the later.

**16.6** We do not have to agree a request for a refund under Clause 16.4 if any of the following apply:

- the Retailer with whom the Transaction was made is outside the European Economic Area;
- you do not make your request for a refund within 8 weeks from the date on which the Transaction was charged to your Account;
- the reason that the Transaction is more than you reasonably expected is due to exchange rate fluctuations and you were told about the reference rate which would be used to calculate the exchange rate and this rate was applied to your Transaction;
- you authorised us directly to make the Transaction and you were provided with information about the Transaction at least 4 weeks before the date for payment.



## **17. ADDITIONAL CARDHOLDERS**

**17.1** If you ask us to do so, we may issue an additional Card and PIN to any person you nominate as an Additional Cardholder. The terms and conditions of this Agreement apply to the use of any additional Card and PIN. You are responsible for making sure that the Additional Cardholder keeps to the terms of this Agreement.

**17.2** All Transactions made by the Additional Cardholder will be charged to your Account and will be treated as having been made by you and all sums arising from such use will be payable by you. This will also apply in the event of a breach of the Agreement and you will have to pay interest, costs and charges under this Agreement in the same way as if you had breached the Agreement.

**17.3** We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. We may, and shall on your request, disclose to the Additional Cardholder details of the Account.

**17.4** An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **18. GENERAL**

**18.1** We shall be entitled on giving you notice to set-off, combine or consolidate any sum of money due from you to us in respect of the Account, against or with any sum of money payable by us to you.

**18.2** The Card may be used outside of the UK subject to limits and regulations which may be imposed by us or any official body from time to time.

**18.3** The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.

**18.4** We are not liable if we breach this Agreement due to abnormal and unforeseeable circumstances outside of our control. This may include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures or data processing problems. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. As you have entered into this Agreement with us as a consumer, we are not liable to you for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.

**18.5** If, at any time, we delay in exercising our rights under this Agreement or if we do not insist on our strict rights under this Agreement, this does not mean that we have waived our rights and we can exercise them in full on another occasion.

**18.6** We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.

**18.7** This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are ordinarily resident anywhere else.

**18.8** All communications with you will be in English. We may communicate with you in a range of ways by email or other electronic means unless you advise us otherwise.

**18.9** We may record or monitor phone calls between us and you or any Additional Cardholder so that we can check instructions and to make sure that we are meeting our service standards.

**18.10** We may transfer to any other person any or all of our rights under this Agreement or our duties (including our duty to lend to you). You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your Account will be serviced. If after any such transfer, the arrangements for servicing credit do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected, and your obligations will not be increased as a result. This Agreement is personal to you and you may not transfer any of your rights or duties under this Agreement.

**18.11** You must tell us immediately of any change to your address.

**18.12** You and any Additional Cardholder must be aged 18 or over.

**18.13** The Card can only be used for personal use.



## **19. WITHDRAWAL**

**19.1** If we accept your application, you will have a period of time in which to withdraw from the Agreement. Please refer to your Agreement for further details. If you wish to withdraw from this Agreement, you must contact Customer Services.

**19.2** If you or any Additional Cardholder has used the Card(s), you will be required to repay the amounts outstanding which may include any interest due at the rate, or rates, provided for in the Agreement without delay and in any event no later than the end of the period of 30 days beginning with the day after the day on which you give your notice of withdrawal. If you do not withdraw from the Agreement within the requisite period, you will be bound by the terms of the Agreement which will continue unless terminated in accordance with Clause 12.

**19.3** If you fail to repay the sums detailed at Clause 19.2 within the requisite period, this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

## **20. USE OF YOUR INFORMATION - DATA PROTECTION**

**20.1** Details of how we will use your data and your right to information can be found in our Privacy Statement. See the reverse of your credit card for the website containing the Privacy Statement.

## **21. ABOUT US**

Jaja Finance Ltd is authorised and regulated by the Financial Conduct Authority. See [www.fca.org.uk](http://www.fca.org.uk) for details.

## **22. COMPLAINTS, NOTICES AND REQUESTS**

If you have a complaint, you may contact Customer Services. We will start to look at your complaint when we receive it. Complaints sent by post take longer to reach us than electronic messages. If you cannot settle your complaint with us, you have the right to refer it to the Financial Ombudsman Service, more details on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also send notices or requests to Customer Services. Contact details can be found on our website.

# Transaction Information Box

Transaction Type	Procedure for Provision of Payment Information	How you will provide us with Authorisation to make the transaction	Withdrawal of Authorisation	Transaction Execution Times	Cut-off Times for Instructions
<b>Balance Transfer</b>	You must provide us with the following information: 1) your name as shown on the credit card of the other lender 2) card number of your credit card with the other lender 3) amount to be transferred.	You can request a Balance Transfer by: a) completing the details on your Card application form b) by contacting our customer services.	You cannot stop a Balance Transfer after it has been made.	Debited from your Account on the day the transfer takes place.	Normal banking hours
<b>Card Transactions where you are present</b>	If the merchant has compatible technology you will be required to follow the instructions on the terminal. Otherwise the transaction will be confirmed using your signature.	1. By following the instructions on the terminal; or 2. Signature verification by the merchant.	Once the payment has been confirmed, you cannot cancel the transaction.	Debited from your Account on the same day as received by us.	None – you can perform these transactions 24 hours a day.
<b>Card Transactions where you are not present</b>	You must provide to the payee: 1) type of Card 2) your Card number 3) the start and expiry date of your Card 4) the three-digit security code from the reverse of the Card.	Providing your Card details to the payee.	Once the payment has been confirmed, you cannot cancel the transaction.	Debited from your Account immediately.	None – you can perform these transactions 24 hours a day.
<b>Recurring Transactions on your Card*</b>	You must provide the supplier of the goods or services (the "Supplier") with authorisation to collect regular payments from your Account.	Providing your Card details to the Supplier.	To cancel this recurring transaction, you must contact the Supplier or alternatively contact our customer service team.	Debited on date agreed by you with the Supplier.	As specified by the Supplier.
*These are a regular payment (other than a direct debit or standing order) collected from your card account, in line with your instructions. Recurring transactions are not covered by the Direct Debit Guarantee.					
<b>Cash Withdrawals</b>	Presentation of your Card and entry of your PIN.	Use of correct PIN with Card.	Once the withdrawal has been made, you cannot cancel it.	Debited from your Account immediately.	None – you can perform these transactions at ATMs 24 hours a day.
<b>Payments to your Account by Direct Debit</b>	You must provide us with a Direct Debit Instruction. This is covered under the Direct Debit Scheme.	A completed Direct Debit Instruction provided to us.	To cancel a direct debit, you must contact our customer service team or your bank.	Debited on date agreed by you with us.	Normal working hours.
<b>Payments to your Account by Standing Order</b>	You must provide your bank with authorisation to make payment(s) to us from your bank account.	By providing authorisation to your bank.	To cancel a standing order, you must contact our customer service team or your bank.	Debited on date agreed by you with your bank.	As specified by your bank.
Card Transactions – You should contact us if you do not recognise a transaction which appears on your statement. We can also ask you to provide further information to help us look into any unauthorised use of your Card.					