

The OnePay® Payroll MasterCard® Card Terms and Conditions – Qwest Employment Workers

The OnePay Payroll Card is issued by Raphaels Bank pursuant to licence from MasterCard® International Incorporated and is subject to these Terms and Conditions. By accepting and using your Modus OnePay Card, you agree to be bound by such Terms and Conditions. If you do not understand these Terms and Conditions or do not agree with them, please contact our Customer Services on 0845 652 1971 during Business Hours. (Local rate call charges apply).

1 DEFINITIONS

Account: The Modus OnePay Card Account that we will open and maintain for the purposes of issuing the Modus OnePay Card;

Agent: Any company, institution or other body authorised by us to process applications for the Modus OnePay Card;

ATM: Any automated teller machine terminal displaying the MasterCard acceptance mark at which you can use your Modus OnePay Card to access your Account;

ATM Transaction Limit: A maximum amount of £500.00 inclusive of fees that may be withdrawn by using your Modus OnePay Card at any ATM in no more than three separate transactions each day;

BACS: means the bank automated clearing system operated by BACS Limited;

Business Hours: From 9.00am – 5.00pm from Monday - Friday except for any public bank holidays in England and Wales;

Card: The Modus OnePay Card issued to the Cardholder;

Cardholder: A person who has been issued with a Modus OnePay Card;

Daily Limit: The daily maximum combined purchases and ATM withdrawals limit of £2,500.00 inclusive of fees per Modus OnePay Card;

Employer: Any company institution or other body whether or not an Agent of Modus that is responsible for the payment of the Cardholder's wages.

Foreign Currency Transactions: Any transaction not in pounds sterling. These transactions will be converted to the Modus OnePay Card Account at the Standard Conversion Rate;

MasterCard: MasterCard UK Inc whose registered office is at 2000 Purchase Street, Purchase, New York 10577-2509;

Merchants: Any shop, hotel, restaurant or other outlet that accepts MasterCard as a form of payment;

Modus: Modus UK Ltd whose registered office is 39 The Grove Ilkley West Yorkshire LS29 9NJ company number 05934955.

PIN: The personal identification number used by the Cardholder to withdraw cash or make purchases using the Card;

Raphaels / Raphaels Bank: R. Raphaels and Sons plc: a UK Bank authorised and regulated by the Financial Services Authority ("FSA") (registration no: 161302) and with its head office at Walton Lodge, Walton Street, Aylesbury, Buckinghamshire HP21 7QY and registered office at Albany Court Yard, 47/48 Piccadilly, London, W1J 0LR, company number 01288938 ;

Service: The services set out in Sections 5 and 8;

Standard Conversion Rate: The conversion rate that applies when any Card is used for a transaction not in sterling. The Standard Conversion Rate is defined as the exchange rate applied by MasterCard for Card transactions other than in sterling, in each case subject to an additional margin determined by Modus from time to time and available to view on our website;

We/us/our: Collectively referred to as Modus, Raphaels, and/or any Agent;

Website: The Modus Cardholder website: www.myonepaycard.com

You and/or your: The Cardholder to whom Modus issues a Card

2 INTRODUCTION TO THE CARD

2.1 The Card is a payroll card which allows your Employer to deposit your wages into an electronic Account associated with this Card.

2.2 Your Card is a prepaid card issued by Raphael. The Card is not a credit, debit or charge Card and has no credit limit.

2.3 Your Card may be used at Merchants wherever MasterCard is accepted.

2.4 The Card remains the property of Raphaels at all times.

2.5 The Card is subject to all applicable laws including laws concerning the use of ATM's and exchange control laws which you agree to abide by.

3 APPLYING FOR A CARD

3.1 You may only apply for a Card through an Agent.

3.2 You must be a resident of the UK, legally entitled to work in the UK and be at least 16 years of age.

3.3 By applying for a Card you authorise us to obtain from the Agent 2 forms of identification, one from each type set out below:

Photographic identification such as a current passport or full UK driving licence

Proof of your residential address such as a current utility bill

3.4 You must provide your name and a valid mailing address and must agree to these Terms and Conditions.

3.5 You hereby specifically agree that we may verify your name and address electronically using third party databases. This third party agency may keep a record of this search and it may be used in subsequent identity checks.

3.6 We reserve the right to refuse your application for any reason.

3.7 Cards will be despatched as soon as possible and will be sent by post to the registered address.

4 ACTIVATION OF THE CARD AND USE OF PIN

4.1 You must activate your Card before use.

4.2 You will receive your PIN separately from your Card. You will be required to use your PIN to authorise transactions and you will be liable for any transaction made with your PIN. You are also responsible for any transactions where a PIN may not be required.

4.3 Should you forget your PIN, we will reissue your original PIN by post, which can be requested through the Website or by calling 0845 652 1971 subject to payment of the PIN re-issue fee set out in section 13.

4.4 The Card and PIN are provided for your use and protection, and you will:

4.4.1 not disclose the PIN nor record it on or keep it with the Card or otherwise make it available to anyone else;

4.4.2 use the Card and the PIN as instructed;

4.4.3 promptly notify us of any loss or theft of the Card or PIN; and

4.4.4 be liable for the Card and PIN and for their authorised use, as described in Section 14.

5 USING THE CARD

5.1 You may make purchases in any available currency at any Merchant accepting MasterCard as a form of payment.

5.2 You can also withdraw funds at any ATM machine displaying the MasterCard Acceptance Mark and at certain banks. Although the MasterCard logo may be displayed in some countries the Card may not operate there (due to restrictions of MasterCard).

5.3 Transactions in a currency other than Sterling will be converted in accordance with the Standard Conversion Rate. This amount, together with any fees that may be due, will then be deducted from the balance available on your Card.

5.4 You may only make combined daily ATM withdrawals and purchases of a maximum cumulative amount of £2,500 including fees (or up to the total balance on your Account if less than this amount).

5.5 Your Account will be deducted immediately with the amount of each cash withdrawal or payment and will reduce the credit available in your Account. Each transaction will require authorisation or validation before completion.

5.6 If there are insufficient funds in your account to pay for a transaction the card may be declined or you may be allowed you to pay the balance by some other means.

5.7 You agree to accept a credit to your Account if you are entitled to a refund for any reason for goods or services purchased using the Card.

5.8 If you authorise a transaction and we consider that all of the conditions set out below apply, we will (i) refund the full amount of the payment, (ii) provide you with our reasons for refusal, or (iii) request that you provide additional information as is reasonably necessary to verify that such conditions apply, within ten (10) working days of receiving your request or if so requested within ten (10) working days of receiving any such additional information required. The conditions are: a) you did not know the exact amount of the payment when you gave your authority; and (b) the amount charged exceeds the amount your reasonably expected to pay, taking into consideration your previous spending pattern, these Terms and Conditions and the circumstances of the transaction (excluding exchange rate fluctuations); and (c) you request a refund within eight (8) weeks from the date the funds were debited. No refund will be made if you have given us your consent for the payment to be made and, where applicable, details of the payment are made available to you by any means at least four (4) weeks before the payment due date.

5.9 We cannot stop a transaction or payment once you authorise the use of the Card.

6 LIMITATIONS ON USE OF THE CARD

6.1 Your Card may not be used for gambling activities, illegal transactions or to buy illegal goods or

services.

6.2 When purchasing online, you may be required to register for MasterCard Secure Code in order to complete your transaction

6.3 We accept no liability and are not responsible if you do not have enough funds in your Account to complete a particular transaction.

6.4 You must not spend more money than you have on the Account.

6.5 You may only use your Card for transactions where the authorisation is online. Your Card may not be used for manually processed transactions including but not limited to "zip-zap" and "click-clack" machines.

6.6 If you pre-authorise a transaction, this will result in a reduction in the available balance on the Card for that amount for up to the next 30 days. If at the end of the period the transaction has not been completed, the balance will amend accordingly.

7 LOADING THE CARD

7.1 The Card can only be loaded by electronic transfer from the bank account of an Employer and may only be loaded in respect of wages lawfully earned by the Cardholder.

7.2 The maximum balance permitted on an Account at any time is £10,000.00.

7.4 The Card may not be reloaded more than 4 times per week.

7.5 Your Card is transferable between Employers enabling you to continue to be paid onto your Card if you change jobs. In order to continue to be paid onto your Card you must provide Modus with the name of your new Employer by calling us on 0845 652 1971.

8 CARD BALANCE AND AVAILABLE FUNDS

8.1 You may view each of your transactions and the current balance through the Website or you may get a balance by SMS for an additional fee set out in Section 13. We do not issue printed statements.

8.2 Transaction history will be available on the Website for up to 12 months.

9 CARD EXPIRY

9.1 Your Card has a built-in expiry date that is shown on the front of the Card. It may not be used beyond its expiry date. If your Card has been used in the 6 weeks prior to the expiry date, we will send you a new Card free of charge. Any funds on your Card will automatically be transferred to your new Card.

9.2 If your Card has not been used in the 6 weeks prior to the expiry date we will contact you to ask whether you would like to renew your Card. If you choose to have your Card renewed, you will be issued with a new Card for the fee set out in section 13.

9.3 If you choose not to renew your Card we will automatically close your Account and send a cheque for the balance less the Account closure fee set out in section 13 to the last address we hold on file for you.

10 REDEMPTION OF AVAILABLE FUNDS

10.1 You may at any time redeem the funds held on your Account by writing to us at the contact details outlined in Section 24.

10.2 We will close your Account and send a cheque for the balance less the Account closure fee set out in section 13 to the last address we hold on file for you.

10.3 Please note our procedures may require us to carry out various checks reasonably required to prevent fraudulent use of the Card before we can process your request for redemption.

10.4 If any subsequent withdrawals, fees or charges are incurred by the Card after redemption has taken place, you are required to refund us within 14 days of us sending you an invoice for that amount.

11 TRANSACTIONS MADE IN FOREIGN CURRENCIES

11.1 Any charges arising as a result of such transactions shall be borne by the Cardholder.

11.2 Some overseas Merchants and ATMs may offer you conversion from that country's currency to sterling (Direct Currency Conversion or DCC). This may result in a double exchange. To avoid this, you should select the transaction to go through in the currency of the country you are in at the time.

12. CARD AND TRANSACTION LIMITS

Minimum Card Load	£10.00
Maximum Card Load	£2500.00
Maximum Balance	£10,000.00
Maximum Daily Purchase	£2500.00
Daily Withdrawal Limit Through an ATM. (This forms part of the daily limit)	£500.00

13 FEES AND CHARGES

13.1 There are no monthly or annual charges associated with the Card. However, the following fees shall be charged to your Account and may be subject to change from time to time:

Item	Charge
Card Fee	Free
UK ATM Cash Withdrawal	2% (Min £0.85 Max £1.45)
UK Point Of Sale Transaction	Free
Declined Transaction Fee	£0.50
UK Cash Withdrawal Fee bank(In Branch)	£4.00
Overseas ATM Cash Withdrawal	2% (Min £2.45 Max £4.95)
Overseas Point Of Sales Transaction	£0.50
Cash Withdrawal Fee Int. Bank (In Branch)	2% (Min £4.00 Max £10.00)
Currency Conversion Charge	2.75%
Monthly Management Fee	Free
Internet Balance/Transaction Enquiry	Free
Phone Balance/Transaction Enquiry (IVR)	£0.25
SMS Balance Enquiry / Lock/Unlock	£0.20
ATM Balance Enquiry	£0.15
Initial Load Fee	£2.95
Reload Fee	£1.50
Load Notification (SMS)	Free
Account Closure Fee	£7.50
Card Replacement Fee	£2.95
Pin Re-Issue Fee	£1.00
Customer Service Enquiries	Lo-Call rate from within the UK

13.2 Each time you use your Card, the amount of the transaction (including applicable fees) will be deducted from your Account directly.

13.3 The charges for certain transactions are set out in this section.

13.4 Banks and other processors, such as ATM operators, may from time to time charge additional fees for the use of the Card which are beyond our control. If you accept such fees they will be debited from your Account.

14 CARDHOLDER LIABILITY

14.1 If you believe or have reason to believe that your PIN has become available to another person or that your Card has been misused, lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call +44(0)2071210009 immediately which is accessible 24 hours a day, 7 days a week.

14.1 If you notice a transaction on your account that you do not recognise you must notify us without undue delay, and in any event no later than thirteen (13) months after the debit date. We will request that you provide additional written information concerning any error. We recommend that you check your transaction history and balance at least once a month.

14.2 You will not be liable for unauthorised transactions on your card unless you have acted fraudulently or have with intent or gross negligence failed to comply with these Terms and Conditions (including but not limited to your failure to notify us the loss, theft, misappropriation or unauthorised use of the card pursuant to Clause 14.1 above). Otherwise you will be liable for any unauthorised transactions that take place prior to your notifying us

14.3 Where you are not liable for an unauthorised transaction, we will refund the value of that transaction and will have no further liability to you for any other losses you may suffer.

14.4 In the event that you do not use your Card in accordance with these terms and conditions or we find that you are using your Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using your Card and to recover any monies owed as a result of your activities.

14.4 After notifying us about the loss or theft of your Card, we will deactivate your Account to limit your losses.

14.5 Refund decisions, if any, will be made solely at our discretion and will be subject to the Cardholder acting promptly and in accordance with Section 14.1.

14.6 We must be satisfied that any loss or theft of funds from a Card has not been caused by the negligence or fraudulent conduct of the Cardholder and that all loss is genuine before agreeing to replace lost or stolen funds.

14.7 Replacement funds for lost/stolen Cards will normally be available in the form of a replacement Card that shall be delivered to the address stated at the time of application. It is the Cardholder's responsibility to inform us if you change address and we cannot be held liable for any loss of funds which occurs from Cards or cheques being sent to the wrong address.

14.8 The Card is for electronic use only. Should a non electronic device (as outlined in clause 6.5) be used to take the Card details, you may be liable for any losses incurred.

15 EXCLUSION OF LIABILITY AND EXCLUSION OF WARRANTIES AND LIMITATION ON LIABILITY

15.1 Modus, Raphael and MasterCard International shall not be liable if for any reason We or MasterCard are unable to perform our obligations under these Terms and Conditions due (directly or indirectly) to the failure of any machine, data processing system or transmission link or industrial dispute or any other cause outside the control of Modus and/or Raphael and/or MasterCard International, or their agents or subcontractors.

15.2 To the maximum extent permitted by law:

15.2.1 All conditions, warranties and remedies imposed or implied by any applicable law are expressly excluded; and

15.2.2 Our liability for any breach of any representation or warranty of our obligations to the Cardholder shall be limited, at our option, to:

15.2.2.1 Provision to the Cardholder of a replacement Card so that the Service may continue to be performed to the extent of the then balance of your Account;

15.2.2.2 Payment to the Cardholder of an amount equal to the balance of your Account provided that the Card is at the time deactivated, subject to the Standard Conversion Rate where applicable.

16 LOST, STOLEN OR DAMAGED CARDS

16.1 A charge will be automatically deducted from your Account if we issue a new Card as a replacement for a Card that is lost, stolen or damaged, as set out in section 13.

17 CANCELLATION, TERMINATION, SUSPENSION OR CHANGES

17.1 You have a legal right to cancel your card up to 14 days after you activate it without being charged the account closure fee – this 14 day period is known as the "cooling off period". After the cooling off period you may cancel your card at any time by returning the card to Modus. The card must be cut in two.

17.2 Upon receipt of the Card, we will cancel the Card and your Account (if appropriate). Any balance remaining on the Card less the Account closure fee set out in section 13 will be sent by cheque to the last address we hold on file for you.

17.3 We can suspend your Card at any time with immediate effect if:

17.3.1 a transaction has been declined because of a lack of available funds; or

17.3.2 if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or

17.3.3 for your protection if we have reason to believe, as a result of our continuing monitoring that the Card may be being used fraudulently; or

17.3.4 for your protection, if we have reason to believe that there is a problem with the Employers bank account used to load funds onto the Card.

17.4 Notwithstanding the expiry date on your card we reserve the right to terminate this Agreement on giving you not less than 60 days' notice.

17.5 We may change these terms and conditions at any time if such changes are for your benefit. You can check the up to date Terms and Conditions by visiting the Website. If we think that a change is material and may be disadvantageous to you, we will send you an e-mail and/or SMS text message and/or letter at least 60 days before making the change, unless a more immediate change is required by law or other valid reason.

17.6 If you are significantly disadvantaged by any such change that we make, you may cancel your Card in accordance with section 10 and you will not be charged a Account Closure Fee (see Fees and Charges Section 13).

18 DISPUTES AND COMPLAINTS

18.1 In case of errors or questions about your electronic transactions, or if you find that your receipt is wrong or if you need more information about a transaction listed on the receipt, call 0845 652 1971 during Business Hours, send us an e-mail at disputes@myonepaycard.com or complete a form on the Website. You must inform us no later than 15 days after the disputed transaction has occurred.

18.2 The following information must be contained in the notice relating to a disputed transaction:

18.2.1 your name and the Card number, but NOT your PIN;

18.2.2 details of the error or the transaction you are unsure about and an explanation of why you believe it is an error or why you need more information; and

18.2.3 the exact amount of the disputed transaction.

18.3 If you tell us orally, we may require you to send written confirmation of your complaint or question within 10 business days. We will notify you of the results of the initial investigation within 30 business days after hearing from you.

18.4 If your query is not dealt with to your satisfaction you may be able to refer it to the Financial Ombudsman Service, an independent body established to adjudicate on eligible disputes with financial firms. Their address is South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone 0845 0801800; e-mail: complaint.info@financial-ombudsman.org.uk; website: www.financial-ombudsman.org.uk.

18.5 You shall be responsible for any disputes relating to any purchases you make using the Card with the Merchant who honoured the Card. We will investigate the dispute on your behalf and assist in the settlement of the dispute with the Merchant. Neither Modus, Raphael or MasterCard International shall in any way be liable in relation to any purchases you make.

18.6 If an ATM captures your Card, it may take up to 28 days for us to investigate. Subject to the results of our investigation, we will either close your Account and refund you the balance or transfer your balance to a new Account. Neither Raphael, Modus or MasterCard International are liable in any way in relation to disputed amounts concerning ATM withdrawals.

19 COMPENSATION

This is an electronic money product and although it is a product regulated by the Financial Services Authority, it is not covered by the Financial Services Compensation Scheme. This means that in the unlikely event that R Raphael & Sons plc becomes insolvent, your funds may become valueless and unusable, and as a result you may lose your money.

20 CHANGES TO THE TERMS AND CONDITIONS

20.1 We may at any time change these Terms and Conditions without notice to the Cardholder. A copy of our latest Terms and Conditions is available on our Website.

20.2 We may cancel or suspend these Terms and Conditions at any time and in so doing cancel the Cardholder's right to use the Card.

20.3 Where a change is to occur that will:

- impose or increase a charge; or

- increase your liability for losses concerning transactions with your Card;

We will give you notice of such variation of these terms and conditions by email, SMS, or post.

21 APPLICABLE LAW

21.1 These Terms and Conditions are governed by the laws of England and subject to the exclusive jurisdictions of the Courts of England and Wales.

22 YOUR PERSONAL INFORMATION

22.1 We are committed to the lawful and correct treatment of personal information and will only use information obtained lawfully and in accordance with the Data Protection Act 1998 ("the Act"). This privacy policy statement will apply equally to all of our offices irrespective of where they are based, save for where part or all of any local law takes precedence over the Act.

22.2 You agree that we may keep the personal details about you, which you or others give us and these details include what you tell us on your application form to obtain a Card.

22.3 We may use and update this centrally held information to identify products and services that might be suitable for you. We may contact you (including by email, and/or via SMS) about products and services available which we believe may interest you unless you have informed us that you do not want to receive this information either in writing, by telephone, or via email as per the details set out in clause 23.4 below.

22.4 We may also use your information for research and statistical analysis in order to improve the services we offer. If you ask, we will tell you what information we hold about you and provide you with a copy in accordance with the Data Protection Act. The fee for this is currently £10. The information we hold about you is confidential and will only be disclosed:

22.4.1 with your consent;

22.4.2 to our Agents and others in connection with running Accounts and Services for you;

22.4.3 to investigate or prevent crime;

22.4.4 when the law permits or requires it, even without your consent; or

22.4.5 if there is a duty to the public to reveal the information.

22.5 We may check what you have told us and share information with fraud prevention agencies. It is important that you give us accurate information. If you give false or inaccurate data and we suspect fraud, we will record this with a fraud prevention agency. If you ask, we will tell you which credit reference and fraud prevention agencies we have used, so that you can get a copy of your details from them.

22.6 We may monitor or record phone calls with you in case we need to check that we have carried out your instructions correctly and to help improve our quality of service.

23 OTHER TERMS

23.1 Your Card and your obligations under these Terms and Conditions may not be assigned or transferred in anyway to any other party. We shall have the right at any time to transfer and assign the rights under these Terms and Conditions to any other party as we deem fit.

23.2 Use of your Card is subject to all applicable rules and customs of any clearing-house or other association involved in transactions.

23.3 Any delay or failure on our part to practice its rights shall in no way amount to or be deemed as a waiver or giving up of such rights by us, nor shall it prejudice any of its other rights under these Terms and Conditions.

23.4 If any term of these Terms and Conditions is found by a court to be illegal or not enforceable, all other terms will still be in effect.

24 CONTACTING US

Modus OnePay Card, Modus UK Ltd, PO BOX 273, Ilkley, West Yorkshire, LS29 1DF

Company number: 05934955

Telephone: 0845 652 1971 during Business Hours.

Email: customerservices@myonepaycard.com Website: www.myonepaycard.com