

## **Refund policy**

**We are Calimantana Limited**, registered in England with company number 15731041. The Company's registered office is located at 1 Clark Close, Erith, England, DA8 2PB, a Platform provider. Technical support and the issue of cards are provided by a third party.

## 1. Transaction refunds

- 1.1. As soon as you become aware of any loss, theft, misappropriation or unauthorised use of the Card, PIN or other security details, you must immediately notify us using the contact details.
- 1.2. In the event of theft, you should consider reporting the theft to us, and we will make the decision:
  - 1.2.1.If we believe you did not authorise a particular Transaction or that a Transaction was incorrectly carried out, in order to get a refund, you must contact us as soon as you notice the problem using the contact details set out in section 3.2 and in any case no later than 13 months after the amount of the Transaction has been deducted from your Account.

## 2. Refund Process

- 2.1. We will refund any unauthorised transactions and any associated Transaction fees and charges payable under these Terms.
- 2.2. This refund shall be made as soon as practicable and, in any event, no later than the end of the Business Day following the day on which we become aware of the unauthorised Transaction, unless we have reasonable grounds to suspect fraudulent behaviour and notify the appropriate authorities. If we become aware of the unauthorised Transaction on a non-business day or after 4:30 pm on a Business Day, we will be deemed to have only become aware of the unauthorised Transaction at the beginning of the next Business Day.
- 2.3. If we are liable for an incorrectly executed Transaction, we will immediately refund you the amount of the incorrectly executed Transaction together with any associated Transaction fees and charges payable under these Terms. Depending on the circumstances, we may require you to complete a dispute declaration form relating to the incorrectly executed We may conduct an investigation either before or after any refund has been determined or made. We will let you know as soon as possible the outcome of any such investigation.
- 2.4. If a Transaction initiated by a merchant (for example, this happens when you use the Card in a shop) has been incorrectly executed and we receive proof from the merchant's payment service provider that we are liable for the incorrectly executed Transaction, we will refund as appropriate and immediately the Transaction and any associated Transaction fees and charges payable under these Terms, as well as interest accruing to you as a result of non-execution or improper execution of Transaction, if your fault is not determined.
- 2.5. We are not liable for any incorrectly executed Transactions if we can show that the payment was actually received by the merchant's payment service provider, in which case they will be.
- 2.6. If you receive a late payment from another payment service provider (e.g. a refund from a retailer's bank) via us, we will credit the Account with the relevant amount of any associated fees and charges.

## 3. Limitation of Liability

3.1. We will limit your liability to EUR 50 for any losses incurred in respect of unauthorised Transactions subject to the following:

- 3.1.1. you will be liable for all losses incurred in respect of an unauthorised Transaction if you have acted fraudulently, or have intentionally or with gross negligence failed to: (a) look after and use the Card in accordance with these Terms; or (b) notify us of the problem in accordance with this section 9;
- 3.1.2. except where you have acted fraudulently, you will not be liable for any losses:
  - 3.1.2.1. incurred in respect of an unauthorised Transaction which arises after your notification to us of the loss, theft or misappropriation of the Card;
  - 3.1.2.2. arising where you have used the Card in a distance contract, for example, for an online purchase;
  - 3.1.2.3. arising where the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised Transaction took place;
  - 3.1.2.4. where we have failed to provide you with the appropriate means of notification;
  - 3.1.2.5. the losses were caused by an act or omission of any employee, agent or branch of ours or any entity which carries out activities on our Website.
- 4. How to contact us. You can contact us by emailing at <a href="mailto:support@calimantana.com">support@calimantana.com</a>.