



# Credit Card general terms and conditions

You should read this document carefully. If you don't understand any part of it, please contact our Customer Services team for further information. Their contact details are on the website at [jaja.co.uk](http://jaja.co.uk).

## 1. Definitions

Certain words used in these terms and conditions have specific meanings. Those words are shown in bold where they are used as defined below.

**Account Information Service Provider** – a service provider, registered or authorised by the Financial Conduct Authority, which has your permission to access information about your credit card account.

**Additional cardholder** – any person **you** have asked us to give a credit card for **your account** (an additional card).

**Agreement** – the contract between **you** and us for your credit card account. This is made up of your credit card agreement and these terms and conditions.

**Balance transfer** – a payment made from **your account** to another organisation (except a credit card account with us or a company affiliated with **us**) to pay off or reduce the amount that **you** owe on that account, or a payment **we** receive from another organisation which reduces the amount **you** owe us.

**Base rate** – the Bank of England Bank Rate. The interest rates **you** pay on **purchases, balance transfers** and **cash advances** will move up and down with the base rate.

**Card reader** – the machine **you** insert your credit card in, or tap with your credit card, to make a payment or receive a refund.

**Cash advance** – a transaction where **you**, or any **additional cardholder**:

- receive cash (for example, withdrawing money from an ATM or getting cash back when making a **purchase**);
- receive a cash substitute (for example, gambling stakes, casino chips, traveller's cheques, money orders, wire transfers or other cash alternatives);
- use a third-party company to arrange online payments between **you** and a **retailer**;
- pay or transfer money from your credit card into an account in your name;
- buy currency;
- buy digital currency, including cryptocurrency such as Bitcoin; or
- buy company shares.

**Cash limit** – the maximum amount **you** can take in **cash advances** each month. Your **cash limit** is 30% of your available **credit limit**, unless **we** tell **you** otherwise.

**Credit limit** – the total amount **you** can owe on **your card** at any time.

**Money transfer** – an amount transferred from your credit card to a UK account in your name.

**Payment-scheme exchange rate** – is the exchange rate set by Visa at the time your **transaction** is processed.

**Payment initiation service provider** – a service provider, registered or authorised by the Financial Conduct Authority or any other regulated authority, which has your permission to make payments on your behalf.

**Promotional balance** – means the amount **you** owe on your credit card for **transactions** made as part of a **promotion**.

**Purchase** – a payment made using your credit card (other than a **balance transfer, money transfer or cash advance**), generally to pay for goods or services.

**Recurring payment** – a regular payment (other than a Direct Debit or standing order) that a **retailer** authorised by **you** collects from **your account**, in line with your instructions. (Recurring payments are not covered by the Direct Debit Guarantee.)

**Retailer** – a supplier of goods, services or **cash advances**.

**Security details** – details **you** may need to provide to use your credit card, including your PIN (personal identification number), the card expiry date, and the ‘CVV’ number (sometimes referred to as the security number) that is generally near the signature strip on the back of the card. The security details you need to use may also include a one-time-passcode, a password, your fingerprint or other distinctive personal details or characteristics.

**Transaction** – any **balance transfer, purchase, cash advance or money transfer**.

**We** (us, our) – Jaja Finance Ltd, a company incorporated in England and Wales (company number 09797750) and any other person we transfer any of our rights and responsibilities under the **agreement** to. We are authorised and regulated by the Financial Conduct Authority (FCA). See [www.fca.org.uk](http://www.fca.org.uk) for details.

**Working day** – any day that is not a Saturday, Sunday or bank holiday.

**You** (your) – the named account holder who is responsible for paying the credit card bill.

**Your account** – your credit card account.

**Your card** – in these terms and conditions, ‘your card’ means your actual card any card **you** keep in your e-wallet (that is, any card registered on your device so **you** can make contactless payments with that device), and any ‘virtual’ card (that is, a credit card number that is different from that on your credit card but is tied to the same credit card account).

## 2. Card

**2.1 You** must use **your card** only in line with the terms of the **agreement**. If **we** have a valid reason, **we** can change the terms of the **agreement** at any time, and **you** must keep to the amended terms. Please see clause 9 for more details.

**2.2 Your card** and PIN (personal identification number) must only be used by **you**. In these terms and conditions, when **we** refer to **you** using **your card** this means using it:

- to make a **purchase** or arrange a **transaction** online or over the phone;
- to make a **purchase** through a **card reader**;
- for a **cash advance**; or
- to pay with a mobile device the card details are stored in (for example, paying with your mobile phone).

**2.3 Any additional cardholder** can only use the card issued to them, with their name on it. **You** are responsible for any **additional cardholder’s** use of **your account**, including any use that breaks this **agreement**.

**2.4 Your card** and the information in the chip embedded in it, or in the magnetic strip, belong to us. This means that **we** or any person acting for us can cancel, stop or suspend **your card**, or ask **you** to return it, if **you** break the **agreement**. **We** can at any time keep **your card** or ask **you** to return it to us. At the end of the **agreement**, **you** should destroy **your card** immediately by cutting it in two down through the chip.

**2.5 You** must not try to use your card before the 'valid from' date shown on it or after:

- the 'expires end' or 'until end' date shown on it;
- **you** have reported the card as lost or stolen
- **we** give **you** notice that the card has been withdrawn; or
- the **agreement** ends.

### 3. Protecting your account and security details

**3.1 You** must sign **your card** as soon as **you** receive it.

**3.2 You** must take all reasonable care to make sure that **your card** and **security details** are not lost, mislaid or stolen. **You** must also do everything that **you** reasonably can to keep your card number and your **security details** safe. **You** should not:

- write your PIN or other **security details** down in a way that is recognisable;
- share **your card** or **security details** with anyone, except to make a **transaction**;
- install our app onto a device that does not belong to **you**, or disable 'authentication' on your device, which would mean that the app could be compromised (able to be misused);
- allow anyone else to access our app on your device;
- let anyone watch **you** enter your PIN into an ATM or **card reader**; or
- take photos or screenshots of your **security details**.

When creating a PIN or password, do not use a sequence of letters or numbers that could be guessed easily.

**3.3 You** must not use **your card** or **your account** to do or buy anything that is illegal.

**3.4 You** must keep your card receipts safe and dispose of them carefully.

**3.5** If **you** want a third party to be able to access information about your credit card account or make payments on your behalf, **you** must use an authorised **account information service provider** or **payment initiation service provider**.

**3.6 You** must:

- keep to any new or improved security measures **we** may tell **you** about from time to time;
- contact us immediately if **you** think anyone else has unlawfully accessed **your account** or used **your card**; and
- co-operate with us and the police to recover lost or stolen cards and to investigate any unauthorised access to **your account** or unauthorised use of **your card**.

**3.7 You** must make sure that any **additional cardholder** takes the same precautions to protect their card and **your account**.

**3.8** If **you** cannot use a PIN due to a disability or medical condition, please contact our Customer Services team.

### 4 Using your account

**4.1 Transactions** using **your card** may be authorised using a combination of our app, **your card** and your **security details**, or in other ways **we** tell **you** about from time to time.

**4.2** Any **transaction you** make in a currency other than sterling will be converted into sterling at the relevant **payment-scheme exchange rate**. See the summary box at the end of these terms and conditions for more information.

**4.3 You** should not use **your card** to:

- buy digital currency (including cryptocurrency such as Bitcoin);
- buy company shares;
- pay off other forms of credit or borrowing (including car financing, other credit cards or store cards); or
- gamble at locations such as casinos or betting shops, or on online betting websites.

**4.4 You** must not go over your **credit limit**. **We** can decline **transactions** that would cause you to go over your **credit limit**.

**4.5** If **we** choose to authorise a **transaction** that would cause you to go over your **credit limit**, **you** will have to make a payment to bring **your account** within the limit. **You** should not use **your card** until **you** have brought **your account** within the limit.

**4.6 You** cannot stop a **balance transfer, purchase, cash advance** or money transfer after it has been made. If **you** want to query a transaction, please see clause 16 for further details.

**4.7 You** cannot have a credit balance on **your account**, so **you** should not make payments that would put the account in credit (that is, **you** should not pay in more than **you** owe). **We** may return any credit balance to the account the money came from, or the account linked to **your account** (which must be a UK bank account in your name). **We** do not pay interest on credit balances. For information on **balance transfers** and **money transfers** which put your account in credit, please see clause 5.

**4.8** If **you** instruct us to make any payments to or from **your account** but **you** give us incorrect or incomplete payment details, this may result in a delay in any payments being applied to **your account**. If we cannot identify **your account** to make a payment to it by the date the payment is due, this may result in **you** having to pay a default charge.

**4.9 We** may make updates to the app and our website, which may make them unavailable for a period of time. **We** cannot always give **you** notice of this, but **we** will aim to minimise any disruption.

**4.10** Occasionally **we** will make new versions of the app available to protect **your account** and maintain the app's features. If **you** do not update your app to the latest version, certain features may not be available to **you**, or the app may be slower than normal. **We** are not responsible for any problems **you** experience when using the app if **you** do not update to the latest available version.

**4.11 You** may be asked to verify online **purchases** through our app. If **you** cannot verify a **purchase** **we** may not authorise the payment.

## 5 Balance transfers and money transfers

**5.1 We** can refuse to make a **balance transfer** or **money transfer**, or limit the amount of the transfer, 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 at least £100 and should not result in **you** going over 95% of your **credit limit**. **You** should check the maximum limits before **you** make the transfer. **You** can also only make a **balance transfer** or **money transfer** from an account in your name.

**5.2 We** may charge **you** a fee for each **balance transfer** or **money transfer**, as set out in the 'Charges' section of the **agreement**. From time to time **we** may offer **promotions**, which a different fee or interest rate may apply to. **We** will tell **you** the fee, interest rate and other important conditions before **you** accept the **promotion**.

**5.3** It may take up to three weeks to process a **balance transfer** or **money transfer**. **You** should continue to make payments to the other credit card account or lender (if appropriate) until the **balance transfer** or **money transfer** shows on **your account** with the lender.

**5.4** Any **promotion you** are accepted for is valid only if **you** keep to the **agreement**. If **you** do break the **agreement** (for example, if **you** fail to make the minimum monthly payment by its due date or **you** go over your **credit limit**), **we** may remove any **promotion** and the standard interest rate at the time will apply to your **promotional balance**.

**5.5** At the end of period of any **promotion**, the standard interest rate at the time will apply to any transferred amount **you** have not paid off.

**5.6** **We** will tell **you** about any different fee or interest rate that applies to **balance transfers**. **We** may tell **you** this by email or other electronic method.

**5.7** **We** will tell **you** if **you** are eligible for a **money transfer**. **We** may tell **you** this by email or other electronic method. **We** will also tell **you** about any fees or interest that apply.

**5.8** If a **balance transfer** or **money transfer** results in a credit balance, **we** may (unless **we** decide otherwise) return the full amount of the transfer to the account the money came from.

**5.9** **We** do not currently offer **money transfers**, but when **we** launch this feature **we** will tell **you** how much it will cost (if **you're** eligible).

## 6 Instalment plans

**6.1** From time to time **we** may offer **you** an instalment plan which allows **you** to pay off a balance in monthly instalments over a period of time. **We** will tell **you** the fee, interest rate and important conditions before **you** take up the offer.

**6.2** If **you** have an instalment plan on **your account**, the monthly instalment will be the total balance the instalment plan covers divided by the number of months the plan is for.

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

**6.4** **We** will cancel any instalment plan on **your account** if **you** don't pay the minimum monthly payment, including the agreed monthly instalment, for two months in a row. If **we** do this, the standard interest rate at the time will apply to the remaining overdue balance the instalment plan is for.

**6.5** If an instalment plan is cancelled, the amount **you** owe on it will become part of the overall amount **you** owe on **your account** and which **we** use to calculate minimum payments and interest.

## 7 Fees and charges

**7.1** The amounts of our fees and charges, and when they will be charged to **your account**, are shown in the **agreement**.

**7.2** Under clause 9, Changes, **we** may increase or decrease any fee or charge set out in the **agreement**, or introduce a new charge in connection with the **agreement**, at any time.

## 8 Interest

**8.1** Every day, **we** use your balance to work out how much interest to charge **you**.

- a. **We** charge interest on **cash advances** from the day of the **transaction**.

b. **You** won't pay interest on **purchases** if **you** pay off the full balance for **purchases**, as shown on your statement, by the due date. If **you** don't pay off the full **purchase** balance by the due date, we will charge interest from the date the amount of each **purchase** was added to **your account**.

**8.2 We** calculate interest on the day of your monthly statement using the 'simple' interest rates shown on that monthly statement.

**8.3** If **you** don't pay your balance, including fees and charges, in full each month, **we** will charge interest on the outstanding balance plus the interest charged on it – so **you** will pay interest on interest. (This type of interest is called 'compound interest'.)

**8.4 We** don't charge interest on default charges for at least 29 days from the date they are shown on your monthly statement.

**8.5** Simple interest rates for **purchases, balance transfers** and **cash advances** will move up and down in line with the **base rate**. Any promotional interest rate or instalment interest rate on **your account** will not be affected by **base rate** changes.

**8.6** Following a change in **base rate**, **you** will be charged interest at the new rates for the period covered by the statement issued after your next statement. Your new interest rates will also be shown on that statement.

As an example, if your statement is issued on or around the 16th of each month, and the **base rate** changes on 5 March, your March statement would say that your interest rates will be changing. On your April statement, interest would be charged at your new rates for the entire period covered by that statement. Your new interest rates would also be shown on your April statement. If you did not receive a statement in March (if **you** had not carried out a **transaction** and had no outstanding balance during the statement period), interest would still be charged at your new rates on your April statement.

**8.7 You** will be told about any change in **base rate** by email. **You** are responsible for keeping your email address up to date to receive this notice by email.

**8.8** If the **base rate** changes on the day **you** open **your account**, or the day after **you** open **your account**, that change will not be applied to **your** simple interest rates.

**8.9 We** may decide not to increase our interest rates after an increase in the **base rate**.

**8.10** Simple interest rates will never track the base rate if it falls below 0%.

**8.11** You will be able to find the current base rate at [www.bankofengland.co.uk](http://www.bankofengland.co.uk).

**8.12** Simple interest rates may change for reasons other than a change in the **base rate**. More details are given in clause 9 below.

## 9 Changes

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

- your **credit limit**;
- your **cash limit**;
- the rates of interest **we** apply;
- the amount of any charge or fee under the **agreement**; and
- any other term of the **agreement** (including adding new terms or removing existing terms).

**9.2** Changes in interest rates, your **credit limit** or any of our charges or fees may apply only to **you** and may be based on a number of factors that indicate that your previously agreed **credit limit** may no longer be affordable to **you** (for example, your credit record, whether **you** are keeping to the terms of the **agreement**, or the way **you** use **your card** and **your account**). Any changes in interest rates, charges or fees will be proportionate to the effect the change has on us.

**9.3** In addition to the changes mentioned at 9.2 above, **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 the companies **we** offer our products and services through
- Changes in the costs of maintaining **your account**
- Keeping to any legal or regulatory requirements, 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**
- Correcting any genuine mistakes or making the terms of the **agreement** clearer or more favourable to **you**

**9.4** **We** may also make changes for any other valid economic, business, regulatory or legal reason. If **we** do, **you** can end the **agreement** without any additional charge. Please see clause 13.2 for further details.

**9.5** Before increasing or decreasing your **credit limit**, **we** will carry out appropriate checks. If **you** do not want us to increase your **credit limit**, **you** can ask us not to do so. **You** can ask us to only increase your **credit limit** after getting your permission, or to not offer **you** increases in your **credit limit**. Before **we** increase your **credit limit**, **we** will assess your credit risk based on our own records and possibly the records held by credit-reference agencies.

**9.6** **We** will tell **you** about any changes (including any changes in interest rates and your **credit limit**) by:

- showing the change in your monthly statements; or
- sending **you** written notice by post or electronically (including by email, through our app, through your online servicing account or by text message).

**9.7** Except for changes to your **credit limit**, if a change **we** make benefits **you**, **we** can make the change immediately and will tell **you** about it within 30 days.

**9.8** Except for changes to your **credit limit** or interest rates, if a change that **we** make is not in your favour, **we** will give **you** at least 30 days' notice of the change. **You** can then choose, within 60 days of being told about the change, to give us notice to close **your account**. **You** should do this by contacting our Customer Services team. Their contact details are on the website at [jaja.co.uk](http://jaja.co.uk).

If **you** close your account, **you** must pay off the full outstanding balance on **your account** in line with these terms and conditions.

**9.9** If **we** increase your **credit limit**, **we** will give **you** at least 30 days' notice of the increase. If **we** reduce your **credit limit** **we** will do so straight away when any of the circumstances set out in clause 12.2 apply. Your new **credit limit** will not be lower than the outstanding balance.

**9.10** Except for changes caused by a movement in the **base rate**, or at the end of an introductory rate or promotional rate, **we** will give **you** at least 30 days' notice of any change in interest rate. **We** will only increase the interest rate if **we** have a valid reason. See clause 8, Interest, for further details on changes caused by a movement in **base rate**.

**9.11** **You** are entitled to reject any increase in your interest rate, or any change to the terms of the **agreement**, as explained in clauses 13.2 and 13.3.

## 10 Payments to your account

**10.1** You must pay the minimum payment and any overdue amounts by the due date shown on your statement. Your statement explains 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.

- a. If the amount **you** pay does not cover the full outstanding balance, **we** will use it to first pay off amounts which attract the highest rate of interest, and to amounts carried forward from previous statements, before allocating any remainder to other amounts applied to **your account**. If **you** have more than one **promotional balance** with the same interest rate, **we** will apply your payment first to the balance of the **promotion** that ends first.
- b. If the amount **you** pay is greater than the full balance of your monthly statement, **we** will apply any overpayment to **transactions** that have not yet appeared on your statement, in the same order as shown in a above.
- c. If **you** have more than one balance at the same interest rate, **we** will apply your payment in the following order.
  - o **Transactions (cash advances first and then purchases)**
  - o Fees and charges, except for a default charge that interest has not been charged on, in which case the default charge will be paid off last
  - o **Promotional balances**

**10.2** The FCA requires us to monitor **your account** and will contact **you** if, over a prolonged period, your repayments are going more towards fees, interest and charges than towards your balance. If this continues, **we** are also required to ask for additional or larger payments, or to take other action to make sure **you** pay off your outstanding balance over a reasonable period and in a way that is affordable for you. Depending on your personal circumstances or your response to our correspondence, we may be required to suspend your account until your outstanding balance is paid off.

**10.3** You can make payments in a range of ways, including by Direct Debit, to help **you** make at least your minimum payment on time each month.

**10.4** We do not accept payments from non-UK accounts (including from non-UK debit cards), or from business accounts or credit cards.

## 11 Statements

**11.1** We will choose the date of your first statement.

**11.2** Your statements will show all debits and credits to **your account** since the date of your last statement. Statements will be issued each month and will be available for **you** to view in your app or online servicing account. **We** may also send you statements by post, or by email or other electronic method (if **we** have your permission).

**11.3** We will not issue a statement for any month during which no debits or credits were added to **your account** or **you** did not have any balance due to be paid.

**11.4** You are responsible for checking your statement each month and for keeping your email address up to date to receive reminders by email. If **you** think your statement is wrong, **you** must tell us as soon as possible.

## 12 Restriction on the use of your card

**12.1 We** may, without giving notice and if we consider it reasonably necessary:

- refuse to allow any type of **transaction**;
- suspend or restrict **your account**;
- withdraw **your card**;
- refuse to replace **your card**;
- reduce your **credit limit**; and
- close **your account**.

**12.2 We** can take any of the actions specified in 12.1 above if any of the following apply.

- **You** or any **additional cardholder** have broken the **agreement**.
- **You** have not paid your minimum payment and any overdue amounts by the due date shown on your statement.
- **We** have good reason to believe that you are in, or are at significant risk of getting into, financial difficulties.
- **You** are (or may become) bankrupt or otherwise unable to pay off your debts.
- **You** have died.
- **You** or any **additional cardholder** are using **your card** for business purposes.
- **We** have good reason to suspect unauthorised use of **your account**, or fraud, theft or dishonesty relating to **your account**.
- There is a change in your personal circumstances, behaviour or spending which indicates that the **credit limit we** previously agreed with **you** may now be too high for **you**.
- **We** find that any information **you** have given us was inaccurate or misleading.
- **Your account** is being used for a purpose that could reasonably be considered to damage our reputation.
- **You** have not used **your account** for 12 months or more.
- **Your account** has had a credit balance two or more times within a 12-month period, or for a period of 60 days or more.
- **You** have more than one credit card agreement with Jaja Finance Ltd
- **You** no longer live in the UK.
- **We** have any legal, regulatory or other justifiable reason.

## 13 Ending the agreement

**13.1 You** can end the **agreement** at any time by telling us and paying off the full outstanding balance on **your account** in line with these terms and conditions.

**13.2** If **we** make a change to any term of the **agreement** (except for any change of interest rate as a result of a movement in the base rate), and the change is not in your favour, **you** can close **your account** and pay off the full outstanding balance at the existing interest rate. If **you** want to do this, **you** must write to us within 60 days of the date on which **we** first told **you** about the change.

**13.3 We** can end the **agreement** at any time by giving you at least two months' written notice. The **agreement** will then end, and **your account** will close, at the end of the two-month period (beginning on the day after the day **we** give **you** notice).

**13.4** If there are exceptional circumstances, or **you** have broken the **agreement**, **we** can end the **agreement** and close **your account** immediately without giving any notice.

**13.5** If **you** break the **agreement** and this results in us needing to send **you** a default notice (a letter instructing **you** to bring your payments up to date), **we** will do so in line with the Consumer Credit Act 1974.

**13.6** When the **agreement** ends for any reason, **you** must pay off the full outstanding balance on **your account**. If **you** don't, **we** will continue to charge interest on the outstanding balance until **you** pay it off.

## 14 Theft, loss or misuse of the card

**14.1** If **your card** is lost or stolen, or if **you** know or suspect that the PIN, card number or other **security detail** has been (or is likely to be) compromised, **you** must contact us as soon as you can. If **you** contact us by phone, **you** may need to provide further information in writing. **We** can also ask **you** to provide further information to help us look into any unauthorised use.

**14.2** **You** will not have to pay anything for misuse that happened:

- before **you** received **your card**;
- when it was impossible for **you** to know about the payment (as long as you had taken all reasonable care to protect your card and security details, as explained in clause 3.9);
- after **you** told us about the loss, theft or unauthorised use, or that someone else might know your **security details**;
- as a result of your **security details** being used by someone else when **your card** was not lost or stolen (for example, if **your card** was 'cloned' or 'skimmed' when **you** used it in an ATM or **card reader**); or
- as a result of **your card** or **security details** being used by someone else to make a payment over the phone, online, or using a mobile device that **your card** details are stored on.

**14.3** **You** will be liable for misuse of **your card** if **we** can show that **you**:

- acted fraudulently;
- allowed someone else to use **your card** or **security details**; or
- shared your **security details** or failed to protect them.

**14.4** Except where clause 14.5 below applies, **you** will be liable just for the first £35 of losses which occur during the period of unauthorised use of **your card**. That period starts when an unauthorised person gets **your card** and ends when:

- **you** tell us about this; or
- we recover **your card**;

whichever is first.

**14.5** If **we** can show that **you** acted fraudulently or negligently, or that **you** allowed someone else to use **your card**, **you** may be liable for all losses.

**14.6** If **you** notice unauthorised **transactions** on **your account** **you** must get in touch with us as soon as possible. **We** will not refund any unauthorised **transactions** if **you** tell us about them 13 months or more after the date the unauthorised **transactions** left **your account**.

## 15 Retailers

**15.1** In some cases a **retailer** may need to ask us to authorise a particular **transaction**. This can happen even if the amount of the **transaction** would not cause you to go over your **credit limit**.

**15.2** **We** will not be liable for any **retailer** not accepting **your card**.

**15.3** **You** can use **your card** in person through a **retailer's card reader**, or online or over the phone.

## 16 Disputed transactions and refunds

**16.1** If a **retailer** gives **you** a refund of a **transaction** which **you** made using **your card**, **we** will not credit **your account** with the refund until **we** receive it from the **retailer**. **We** will charge **you** interest on the amount of the **transaction** until the refund is credited 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 refund the full amount of the **transaction**, and restore **your account** to the position it would have been in if the incorrect **transaction** had not taken place, as soon as possible. If **we** do not agree that **you** are entitled to a refund, **we** will tell **you** why.

**16.3** There are online services that allow **you** to view **your account** or make payments using a third-party service provider. If **you** sign up to one of those services, **we** will share information and instructions with the provider. If the service 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 the third-party service was carried out incorrectly, **we** will treat it the same way as set out in clause 16.2. The third-party service provider has to refund us if it is their fault.

**16.4** If a third-party bank gives us evidence that an amount credited to **your account** is not correct, **we** will give **you** 15 **working days'** notice before **we** debit **your account** and return the amount to the bank.

**16.5** If **you** authorised a transaction and did not agree a specific price at the time, and the amount **you** are charged for the **transaction** is more than **you** reasonably expected (taking account of your spending patterns and other relevant circumstances), **you** can ask us to refund the amount. **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 to a refund within 10 **working days** of receiving your request or within 10 **working days** of receiving any information **we** ask **you** for, whichever is later.

**16.6** **We** do not have to agree to your request for a refund under clause 16.5 if any of the following apply.

- The **retailer** is outside the UK or the European Economic Area.
- **You** do not make your request within eight weeks from the date the **transaction** was charged to **your account**.
- The reason that the **transaction** is more than **you** reasonably expected is due to exchange rates and **you** were told how the exchange rate would be chosen.
- **You** directly authorised us to make the **transaction** and **you** were given information about it at least four weeks before the payment was charged to **your account**.

**16.7 Transactions** made through a third-party company that arranges online payments between you and a retailer are not protected by us. This means that if a supplier breaks their agreement with **you**, **you** will only be able to make a claim against the supplier and not us.

## 17 Additional cardholders

**17.1** If **you** ask us to, **we** may issue an additional card and PIN to any person **you** nominate as an **additional cardholder**. The terms and conditions of the **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 the **agreement**.

**17.2** Any **additional cardholder** must be aged 18 or over and have their main or only home in the UK.

**17.3** All **transactions** made by the **additional cardholder** will be charged to **your account** and treated as having been made by **you**. **You** will be responsible for paying the amounts of the **additional cardholder's transactions**.

**17.4** If an **additional cardholder** breaks the **agreement**, **you** will have to pay any interest, costs and charges that arise as a result.

**17.5 We** can cancel an additional card at any time **we** receive a written request from **you** or the **additional cardholder**. We may give the additional cardholder details of **your account**.

**17.6 Additional cardholders** do not have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the **agreement**.

## 18 General

**18.1 Your card** can be used outside the UK, but only in keeping with any limits and regulations set by us or any official body from time to time.

**18.2 We** are not liable if **we** cannot meet our obligations under the **agreement** due to circumstances beyond our control. This may include delays or failures caused by strikes and industrial action, technological faults and failures or data-processing problems. **We** are also not liable if **we** break the **agreement** as a result of meeting requirements under English, Scottish or Northern Irish law. As **you** have entered into the **agreement** with us as a consumer rather than business, **we** are not liable to **you** for any business costs or losses **you** may suffer, such as loss of profit or business opportunity.

**18.3** If, at any time, **we** delay in exercising our rights under the **agreement**, or if **we** do not insist on **you** meeting any of your obligations under the **agreement**, this does not mean that **we** have given up our rights and we can exercise them in full in the future.

**18.4 We** may give details of **your account** to any person acting as our agent in connection with **your account**.

**18.5** The **agreement** and any dealings with **you**, including any before the start of the **agreement**, will be governed by and interpreted in line with Northern Irish law (if **you** normally live in Northern Ireland), Scottish law (if **you** normally live in Scotland) or English law (if **you** normally live anywhere else).

**18.6** All our communications with **you** will be in English. **We** may communicate with **you** in a range of ways, including by email or other electronic method.

**18.7 We** may record or monitor phone calls and online 'live chat' conversations between us and **you** or any **additional cardholder** so that **we** can check instructions and make sure we are meeting our service standards.

**18.8 We** may transfer any or all of our rights and obligations under the **agreement** to any other person. **We** would tell **you** about the transfer as soon as reasonably possible, unless it does not change the way **your account** will be managed. If the transfer will change any aspect of how **your account** is managed, **you** will be told on or before the first time the change affects **you**. Your legal rights will not be affected.

**18.9** The **agreement** is personal to **you** and **you** cannot transfer any of your rights or duties under it to anyone else.

**18.10 You** must tell us promptly about any change to your home address, mobile number or email address. If **you** don't update your details, **we** won't be responsible if **we** can't contact **you** or **we** send information using your previous contact details.

**18.11 You** must be 18 or over and have your main or only home in the UK. If **you** no longer live in the UK, **we** may, without giving notice, end the **agreement** and close **your account**.

## 19 Withdrawing from the agreement – cooling-off period

**19.1** Once **we** have accepted your application for a credit card, **you** will have 30 days (the cooling-off period) to withdraw from the **agreement**. Further details of this are given in the copy of the credit card **agreement** **you** received when **you** applied for **your account**. If **you** want to withdraw from the **agreement**, **you** must contact our Customer Services team. The contact details are on our website at [jaja.co.uk](http://jaja.co.uk).

**19.2** If **you** have used **your card** (or an **additional cardholder** has used their card), **you** will need to pay the amounts due, which may include interest, no later than the end of the cooling-off period (which begins the day after the day **you** give your notice to withdraw from the **agreement**). If **you** do not withdraw from the **agreement** within the cooling-off period, **you** will be bound by the terms of the **agreement** until **you** or **we** end it as set out in clause 12.

**19.3** If **you** fail to repay any amount charged to **your card** or an additional card during the cooling-off period, **you** will be considered to have broken the **agreement** and **we** may recover the amounts owed by **you** as a debt.

## 20 Data protection

**20.1** Details of how **we** will use your personal information and your rights under data-protection law are given in our Privacy Notice, which is available on the website shown on the back of **your card**. Or **you** can read the Privacy Notice through your app.

**20.2** **We** will share the personal information **we** collect from **you** with fraud-prevention and anti-money laundering agencies. They will use it to prevent fraud and money laundering, and to check your identity. If fraud is detected, **you** could be refused certain services, finance or employment. Further details of how fraud- prevention agencies will use your personal information are given on our website shown in clause 21 below.

## 21 Contacting us

If **you** have a complaint, **you** need to give us notice, or you want to make a request or give an instruction, **you** will need to contact our Customer Services team. Their contact details are on our website at [jaja.co.uk](http://jaja.co.uk).

If you make a complaint, **we** will start to look in to it as soon as **we** receive it. If **you** cannot settle your complaint with us, **you** have the right to refer it to the Financial Ombudsman Service. There are more details on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

# Transaction Information Box

Type of transaction	What you need to provide	How you will authorise the transaction	Stopping the transaction	Timescales
Balance transfer	<p><b>You</b> must give us the following information.</p> <ul style="list-style-type: none"> <li>Your name, as shown on your credit card from the other lender</li> <li>The card number of your credit card or store card from the other lender</li> <li>The amount to be transferred</li> </ul>	<p><b>You</b> can ask for a <b>balance transfer</b>:</p> <ul style="list-style-type: none"> <li>by contacting our Customer Services team; or</li> <li>through our app or your online servicing account (when available).</li> </ul>	<p><b>You</b> cannot stop a <b>balance transfer</b> after <b>you</b> have arranged it.</p>	<p><b>You</b> will need to make your request during normal banking hours, and the transfer will be debited from <b>your account</b> on the day the transfer takes place.</p>
Money transfer (We do not currently offer money transfers, but when we launch this we will tell you, as long as you're eligible)	<p><b>You</b> must give us the following information.</p> <ul style="list-style-type: none"> <li>Your name, as shown for your UK current account</li> <li>The sort code and account number of your UK current account</li> <li>The amount to be transferred</li> </ul>	<p><b>You</b> can authorise a <b>money transfer</b>:</p> <ul style="list-style-type: none"> <li>by contacting our Customer Services team; or</li> <li>through our app or your online servicing account.</li> </ul>	<p><b>You</b> cannot stop a <b>money transfer</b> after it has been arranged.</p>	<p>You will need to make your request during normal banking hours, and the transfer will be debited from <b>your account</b> on the day the transfer takes place.</p>
Card payments through a card reader	<p><b>You</b> will need to follow the instructions displayed on the <b>card reader</b>, or confirm the payment with your signature.</p>	<p><b>You</b> will authorise the payment when <b>you</b> have followed the step shown by the <b>card reader</b> or signed a slip provided by the <b>retailer</b>.</p>	<p>Once the payment has been confirmed, <b>you</b> cannot cancel the <b>transaction</b>.</p>	<p>The amount of the payment will be debited from <b>your account</b> on the same day as we received the authorisation <b>you</b> gave the <b>retailer</b>.</p>
Transactions carried out online or over the phone	<p><b>You</b> will need to state:</p> <ul style="list-style-type: none"> <li>the type of card;</li> <li>your card number;</li> <li>the start date and expiry date of <b>your card</b>; and</li> <li>the three-digit security code from <b>your card</b>.</li> </ul>	<p><b>You</b> authorise the payment when <b>you</b> provide the necessary details.</p>	<p>Once the payment has been confirmed, <b>you</b> cannot cancel the <b>transaction</b>.</p>	<p>The amount of the payment will be debited from <b>your account</b> immediately.</p>
Recurring payments	<p><b>You</b> must provide the supplier of the goods or services authorisation to collect regular payments from <b>your account</b>.</p>	<p><b>You</b> authorise the payment when you give the supplier your card details.</p>	<p>To cancel this <b>recurring payment</b>, <b>you</b> must contact the supplier.</p>	<p>The payments will be debited from <b>your account</b> on the date you agree with the supplier.</p>

# Transaction information box

Type of transaction	What you need to provide	How you will authorise the transaction	Stopping the transaction	Timescales
Withdrawals from ATMs	<b>You</b> will need to type in your PIN.	<b>You</b> authorise the payment when <b>you</b> use the correct PIN.	Once the withdrawal has been made, <b>you</b> cannot cancel it.	The withdrawal will be debited from <b>your account</b> immediately.
Payments to your account by Direct Debit	<b>You</b> must give us a Direct Debit instruction.	Your filled-in Direct Debit instruction authorises us to collect payments from your UK current account.	To cancel a Direct Debit, <b>you</b> must contact our Customer Services team or your bank at least five working days before your payment is due to be collected. <b>You</b> can also cancel through our app or your online servicing account.	<b>We</b> will collect the payments from your current account on the date we specify.
Payments to your account by standing order	<b>You</b> must provide your bank with authorisation to make payments to us from your current account.	The instructions to your bank authorise the payments to us.	To cancel a standing order, <b>you</b> must contact your bank.	Payments will be made to <b>your account</b> on the date you agree with your bank.

