

MONEY BOOST

TERMS AND CONDITIONS

The following User Terms and Conditions form Your contract with Us (the "**Contract**").

Definitions

"Boost Value": means an amount of money equivalent to 5% of Your Loaded value to the Card. This amount is credited by Sodexo when you load the Card and is available for the purchase of goods or services from our Merchants. It is equivalent to a 4.7619% discount on the face value of any goods or services that You purchase from Merchants.

"Card": means a prepaid Visa® card issued to You.

"Customer Services": To contact our Customer Service department please use the Contact Us page at www.uk.benefits-rewards.sodexo.com. You can also report a card lost or stolen directly from the website, or alternatively please call 0800 408 4347 from the UK or (+44) 1276 418876 from abroad.

"E-Money Account": means an account created by Us in Your name, which contains only electronic money, a digital equivalent of cash and to which Your Card is linked.

"Employer": means the company that employs You and subscribes to the Money Boost service for its employees.

"Issuing Bank": means the bank or e-money issuer who is licensed to issue electronic money and Cards and is identified in the Prepaid Card Terms and Conditions.

"Load": means a load (by way of payroll deduction by your Employer) of money onto your E-Money Account or transfer of money onto your Card (and to Load and Loaded shall be construed accordingly).

"Merchant": means a provider of goods and/or services who has been selected and affiliated by Us to be part of Our network of merchants and accepts the Card as a means of payment whether at a distance over the internet, by post or telephone or over the counter in-store. The list of affiliated Merchants is set out on the Website.

"Money Boost": means a service provided by Us comprising a Website, which comprises one or more Plan(s) (as determined by You), and an E-Money Account.

"Plan": means an online tool that enables You to budget for purchases from Merchants, by Loading money in to Your E-Money Account; it allows You to set the amount and the time over which You want to make the Loads, in order to purchase the services or goods You are aiming to buy, by way of deductions from your payroll, as described in clause 2) below; the tool manages Your E-Money Account until You transfer it onto a Card. The frequency of the Loads will be determined in accordance with Your payroll schedule.

"Prepaid Card Terms and Conditions" means the agreement between the Issuing Bank and You that govern the use of Your Card and E-Money Account.

“**We**”, “**Us**” or “**Our**”: means Sodexo Motivation Solutions UK Ltd, trading as Sodexo Benefits & Rewards.

“**Website**” means www.uk.benefits-reward.sodexo.com

“**You**” and “**Your**”: means the named Card holder and receiver of the Money Boost service, who is employed by the Employer.

1) The Contract

- a) This Contract sets out the terms and conditions under which We shall provide the Money Boost services to You.
- b) This Contract is concluded in English. All communications with You will be in English. This Contract shall be interpreted in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

2) Service and Card Use

- a) To use this service, Your Employer must be actively participating in the Money Boost service. If the Employer ceases to participate in the Money Boost service, You will still be able to view Your E-Money Account, and use the funds available in it though no further contribution to Your Plans or E-Money Account will be possible.
- b) You will be able to set up one or more Plan(s) via the Website.
- c) You shall determine the amounts and the duration of the Loads through the Website. The frequency will be dependent on Your payroll schedule. The amounts and the duration of the Loads shall only be determined by You. On set up of each Plan, We will communicate the value and duration of Loads to Your Employer. Once Your Employer agrees the salary deduction, Your Employer will deduct the requested amount from Your net pay (“**Allocated Funds**”) and transfer the money to Us to go in each Plan created by You. Allocated Funds will only be added to Your Plan once We receive the Allocated Funds from Your Employer.
- d) You can request a Card at any time to use the funds You have in Your Plan to purchase goods or services. You must confirm Your delivery address before We send it to You. You can do this through the Website.
- e) The E-Money Account and Your Card are governed by the Prepaid Card Terms and Conditions; it covers Your use of the Card and the E-money Account for any Plan and sets out the Issuing Bank’s and Your responsibilities and how your E-money Account and Card may be closed.
- f) You can transfer funds from Your Plan(s) to Your Card at any time through the Website, provided there are sufficient funds in Your Plan(s) to cover the Load.
- g) As well as the funds which You have transferred from Your Plan(s) onto the Card, We will also make available a Boost Value. The Boost Value can only be used when You purchase goods or services from a Merchant. We hold the right to amend this percentage at any time with prior notice to You.
- h) If You wish part or all of the funds to be returned to You from any of Your Plans or from your Card, We will transfer, at Your request the amount requested (subject to there being sufficient funds) to a bank account nominated by You on the Website, less an administration fee (details of which is set out in accordance with the fee schedule below). The bank account must be in the United Kingdom. In such circumstances the Boost Value will not be available to You for the amount returned.

- i) You may use Your Card to purchase goods and services from any of Our Merchants, provided that there are sufficient funds available on Your Card for the transaction. You can find a list of Merchants on Our Website. We reserve the right to amend the list of Merchants participating in our network from time to time.
- j) You can view a transactions statement of Your Plan and Your Card on the Website. You will be able to print or download a copy of this statement for your reference.
- k) The Issuing Bank is the issuer of the electronic money and the issuer of Your Card.
- l) Your E-Money Account and Card are not transferrable, and they may only be used by You.
- m) Each time You use Your Card to make a purchase, Your balance on the Card will be deducted by the purchase amount and any fees that apply to such transaction as soon as they are made. For more information about this, see the Prepaid Card Terms and Conditions.
- n) If for any reason a Load is processed in error by Your Employer or Us We reserve the right to correct this error by removing the Associated Funds from your E-Money Account and returning these to Your Employer.

3) Card request, delivery and activation

- a) You can request a Card to be sent to You on the Website. You must confirm to Us the delivery address before we send it to You. The Card will be a chip and PIN (personal identification number) enabled card. We will send Your PIN number and an activation code separately to the Card. Your Card must be activated promptly after you receive it and the activation code, and in any event before first use. To activate Your Card, go to the Website.
- b) When Your Card expires You will need to order a new card via the Website

4) Returning Your Funds

You can request some or all of Your funds in the E-Money Account to be returned to You and transferred to Your bank account. We will charge an administration fee for this in accordance with the fees schedule below). This administration fee will be deducted and any remaining funds returned to the bank account nominated by you on the Website. In no circumstances will You be entitled to the Boost Value associated with the money transferred to Your bank account.

5) Liabilities and disputed transactions

- a) If You know or suspect that the Card's PIN is known by an unauthorised person, or if You think a transaction is unauthorised or has been incorrectly executed, You must tell Us without delay by telephoning Customer Services.
- b) If You know or suspect that the Card has been lost or stolen, You must telephone Customer Services without delay.
- c) From time to time, Your ability to use the service and Card may be interrupted, e.g. when We or the Issuing Bank carry out maintenance works. If this happens You may be unable to:
 - load the Card or the Plan;
 - use the Card to pay for purchases; or
 - obtain information about the funds available in Your Plan or on Your Card or about recent card transactions.

We will not be liable to You for any loss to Your use of this Money Boost service in such circumstances.

d) See the Prepaid Card Terms and Conditions for more information about Your and the Issuing Bank's responsibilities.

6) Data protection

You agree to provide Us with complete and accurate information in order for Us to provide the service in this Contract. All information and personal data disclosed to Us will be treated as confidential subject to the following provisions. We will pass Your personal data to the Issuing Bank and third party service providers in order for them to open E-Money Accounts, issue and produce Cards and to operate the Money Boost service. We are the data controller of the personal information collected for the Money Boost service. The Issuing Bank will be the data controller of the personal information relating to Your E-Money Account and Your Card. We will comply with Our obligations under the Data Protection Act 1998. We will use the personal data that you provide to Us for the purpose of providing the Money Boost service to You in accordance with, and for the purposes of performing Our obligations under this Contract. We will also provide You with information about Our other products and services (and those of Merchants and other selected third parties) if You have opted to receive such information. We shall maintain, throughout the term of this Contract, appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process data. You shall promptly notify Us of any updates necessary to maintain the completeness and accuracy of the data.

7) Fee Schedule for You

- Administration fee (for returning your money) £2.50
- Card replacement £10
- Incorrect/Disputed transaction (when dispute unfounded, fee levied after dispute resolution)
£20
- Dormancy fee on Plan(s) and Card (per month, after 18 months of inactivity)
£1.50

Redemption fees will be deducted from Your E-Money Account and the remaining balance will be paid into the bank account nominated by You on the Website. Replacement card, disputed transaction and dormancy fees will be taken from the Card first and any Plan balances second when the Card balance is insufficient to cover the fees. Fees are shown including VAT (where VAT is applicable). We will send a communication to You before We charge any dormancy fee, so that You may take action to avoid this fee.

8) Electronic communications and contact details

- a) If You provide Us with an email address or mobile phone number, You agree that We may send notices and information (including but not limited to Money Boost statement alerts and notice of changes to this Contract) using these communication channels.
- b) If Your name, address, telephone number(s), email address or status change, You must tell Us promptly. If You telephone to inform Us of the change, You may be asked to confirm in writing.
- c) If You have any queries, are dissatisfied with the standard of service, think We or the Issuing Bank have made a mistake in operating the Card, or it requires further information, You shall contact Us at Customer Services. We will try to resolve any problems as quickly as possible.

9) Suspending, restricting or terminating this Contract

a) This Contract may be terminated in the following circumstances:

- if Your Prepaid Card Terms and Conditions terminate or expire for any reason, then this Contract will automatically terminate;
- You may contact us at any time to terminate this Contract if you no longer wish to participate in the Money Boost service;
- We may end this Contract at any time after giving You written notice, which will not be less than 2 months.

In such circumstances the funds in Your E-Money Account will be transferred to Your bank account at such time as directed (and provided We are permitted to do so) less the administration fee (as set out in the fee schedule).

b) We may suspend, restrict Your use of the Money Boost service at any time if:

- You break a term of this Contract
- We suspect any fraudulent behavior by You or in respect of Your E-Money Account or Card.

c) This Contract is not in place for a minimum period and You may end it at any time by giving Us written notice and paying Us any sums owing to Us.

d) In the unlikely event that You have a shortfall of funds on your E-Money Account, You will be liable for this shortfall, and must reimburse this value to Us immediately, even if the Contract has ended.

We may take immediate steps to recover all amounts due to Us if You break a term of this Contract. Such steps will include serving any notice or obtaining any court order if required by law.

The Issuing Bank owns all Cards issued by it and, if We ask You to do so, You must return a cancelled Card to us promptly.

10) Changes to the Contract

We may make changes at any time to any fees or to any of the terms of this Contract to:

- reflect changes in market conditions, including but not limited to:
 - fraud prevention requirements;
 - changes in technology;
 - changes in payment methods; and
 - regulatory requirements;
- ensure good financial practice;
- maintain or improve services;
- reflect costs We incur;
- maintain or improve Our systems;
- rectify a mistake; and
- reflect or anticipate changes in the law.

We may change or withdraw any benefits or services associated with Money Boost service on giving You at least 60 days' notice. If you do not wish to be bound by such changed terms, you may terminate this Contract, but if you do not so terminate it, you shall be bound by such changed terms.

11) Disclosure of information and transferring debts

We may transfer to any other person any or all of Our rights and/or obligations under this Agreement and in such circumstance, references to Us in this Contract will include Our successors or assignees.

12) Waiver

If We waive any of Our rights, it does not mean that We will again waive that right in future.
