

TERMS AND CONDITIONS

Tuxedo MasterCard® Prepaid Card and **e**ccount®

Terms and Conditions apply. The Tuxedo MasterCard Prepaid Card services are provided by Tuxedo MoneyPlus Limited. The MasterCard brand mark is a registered trademark of MasterCard International Incorporated. Card issued by Newcastle Building Society ("NBS") pursuant to licence by MasterCard International. NBS is authorised & regulated by the Financial Services Authority as an issuer of e-money (registration no: 156058). NBS subscribes to the Banking Code, copies of the Code are available upon request.



DEFINITIONS

“Authorised Cardholder” means the person you have authorised to use a Prepaid Card connected to your account;

“Cardholder” means You or the Authorised Cardholder;

“account” means the prepaid service established by us in your name;

“account Opening Date” means the date on which your Prepaid Card service is activated;

“Prepaid Card” means the Tuxedo Prepaid MasterCard Card that you have received from us;

“PIN” means the unique personal identification number which is provided to you when you call our secure automated PIN retrieval service;

“Reload” means to Top-up or to add money to your account;

“Tuxedo” means Tuxedo MoneyPlus Limited;

“We”, “us” or “our” means Newcastle Building Society or Tuxedo MoneyPlus Limited acting on its behalf;

“You” or “your” means the individual holding the account.

Contact us by:
www.tuxedopay.com

Post: Tuxedo MoneyPlus Limited,
PO BOX 49777, LONDON, WC2E 7WZ

Telephone Customer Care:
0207 096 9430

1. FEES AND CHARGES

1.1 All Fees and Charges relating to the Prepaid Card are detailed in the Fees Summary. These Fees and Charges form an integral part of these terms and conditions.

1.2 The Mobile account is free for 30 days from the first download to your mobile phone. Thereafter it is charged at £1 per month, deducted automatically from your account.

2. PREPAID CARDHOLDER

2.1 To hold a Prepaid Card you must be at least 18 years old and have the right to reside in the UK; your Prepaid Card must be registered to your residential address. The Authorised Cardholder must be 13 years or older and transactions made must be supervised by you and shall be your responsibility.

2.2 We reserve the right to request additional information or documentation at any time in order to confirm your identity and status. If for any reason we cannot confirm your identity then loading and spending restrictions will be placed on your account.

2.3 We reserve the right at any time to request additional information in order to fulfill anti-money laundering obligations. We reserve the right to refuse to activate, and to suspend a Prepaid Card or particular Prepaid Card facilities at any time.

2.4 By using your card you are agreeing to these terms and conditions.

2.5 We may update/amend these terms and conditions on reasonable notice by posting details of such changes on our website: www.tuxedopay.com. You should regularly check our website to inform yourself of any such changes. By continuing to use the account after such changes have taken effect, you are signifying your acceptance to be bound by the amended terms and conditions. If you do not wish to be bound by the amended terms, you should stop using your account immediately.

2.6 This Prepaid Card remains the property of Newcastle Building Society.

3. ACTIVATING YOUR PREPAID CARD & ACCOUNT

We reserve the right to terminate these terms and conditions immediately if you do not load your Prepaid Card within 30 days of the account Opening Date, or we suspect you have given false information, or are involved in criminal activities.

4. MAKING WITHDRAWALS

4.1 You can use your Prepaid Card with your PIN to withdraw cash from ATMs. A withdrawal fee will apply (see Fees Summary). You may also be subject to any applicable fees, surcharges, rules and regulations of the relevant ATM, or other financial institution or association. It is your responsibility to check any additional fees or surcharges prior to processing your transaction. The maximum combined amount you may withdraw per day via ATM is £250.00, or the maximum set by the ATM or country you are in, whichever is the lower amount.

4.2 You can use your Prepaid Card to purchase goods and services from retailers subject to there being sufficient funds available in your account and the merchant being able to obtain verification authorisation online. Please note for certain retail outlets e.g. restaurants and petrol stations, we may increase the authorisation amount before your transaction is approved; from time to time we may also impose controls on the use of your Prepaid Card in specific market sectors.

4.3 If you use your Prepaid Card to make a purchase or cash withdrawal in a currency other than pounds sterling, the transaction will be converted to pounds sterling at our exchange rate applicable at that time. Details of exchange rates are available on our website. A foreign transaction fee may apply (see Fees Summary).

4.4 It is your responsibility to regularly check the balance of your account and you must not spend more money than you have on the account. Any attempt to do so may be treated as a criminal act.

4.5 Your Card is a prepaid card, which

means that when you use it to purchase goods or services, the balance on your account will be reduced by the amount of your transaction plus any applicable charges including any additional ATM charge, if any (the full deductible amount). The full deductible amount must be less than or equal to the balance you hold on your account. You must not use your Card if the full deductible amount is more than the balance in your account or once your Card has expired. If, for any reason, a transaction is processed which is greater than the balance in your account you must repay us the amount in full within 14 days of us notifying you. If you do not repay this amount we reserve the right to take all steps necessary, including legal action to recover the outstanding funds.

4.6 Some ATM machines charge a premium for withdrawal of funds; please familiarise yourself with the charges for such ATM machines before using them. Tuxedo will not refund fees or charges for using such ATM machines.

4.7 Your Prepaid Card can only be used at retailers where authorisation for transactions is online. Do not allow your transactions to be manually processed using for example a Zip-Zap or Click-Clack machine.

4.8 Some merchants may not accept your Prepaid Card. Always check before making your purchases. We accept no liability in the event that a merchant refuses to accept your Prepaid Card.

4.9 We reserve the right to authorise amounts higher than the value of your transactions to enable us to correctly reconcile all transactions on your account. The amount ultimately charged to your account will reflect the correct settled amounts including fees and charges set out in the terms and conditions as amended from time to time.

4.10 There is no online protection for Internet purchases and no protection for mail or telephone order transactions. Where the Card is used in such situations and there is an unresolvable dispute you are liable for the transaction.

5. LOADING AND RELOADING YOUR PREPAID CARD & ACCOUNT

5.1 Your account is an electronic money (e-money) product. Funds loaded to your account or Prepaid Card are not deposits, and you will not earn interest on these funds.

5.2 Your Prepaid Card may be reloaded by your employer. See Fees Summary for more charges.

5.3 You can also reload your Prepaid Card by contacting Tuxedo Customer Care, however we will need to undertake additional security checks on you to activate this facility. A fee applies for card to card transfers and load alerts (see Fees Summary)..

5.4 We do not accept liability for reloads where you have failed to provide your personal account number or the correct bank account or other required details.

5.5 This Prepaid Card is intended for personal use only and we reserve the right to suspend services if we suspect non-personal business payments are received.

6. REQUESTING AN ADDITIONAL CARDHOLDER

6.1 The authorised cardholder must be at least 13 years old. If your authorised cardholder is under 18 years old, card usage is subject to parental/cardholder consent and supervision.

6.2 You can request an additional prepaid card for your account by contacting Customer Care. You will be charged a fee for the additional card issued on your account.

6.3 As the primary account holder you will be responsible for the use of the additional prepaid card and for any applicable fees or charges that your authorised cardholder may incur.

6.4 We will not disclose your account information to any third parties including your authorised cardholder without prior written permission from you.

6.5 The use of your prepaid card by an authorised cardholder will be regarded as confirmation to us that you have

communicated these terms and conditions to them and that they accepted them prior to use.

7. KEEPING YOUR PREPAID CARD AND PIN SAFE

7.1 Using should treat your Prepaid Card like cash. If it is lost or stolen, you may lose some or all of your money on your Prepaid Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Prepaid Card safe and not let anyone else use it.

7.2 You must keep your PIN safe, this means:

- ◆ when you receive your PIN, you must memorise it;
- ◆ you must keep their PIN secret at all times;
- ◆ you must NOT disclose your PIN to anyone;
- ◆ you must not write your PINs anywhere;

7.3 If you suspect that someone else knows your PIN, other than your Authorised Cardholder you must call Customer Care immediately.

7.4 If you have forgotten your PIN you must call Customer Care.

7.5 You and your Authorised Cardholder must keep your Prepaid Card and its details secure, this means:

- ◆ not leaving your card unattended with anyone;
- ◆ not willfully damaging or bending your Prepaid Card;
- ◆ always keeping your Prepaid Card in a safe place;
- ◆ not using your Prepaid Card on websites that do not have recognised secure site certificate.

7.6 If you wish to obtain a new PIN you must contact Customer Care who will cancel your existing PIN, perform a validation process and send you a replacement. If your address has changed from that on our records we may have to undergo a proof of address change before issuing a reminder PIN.

7.8 If you provide a Prepaid Card relating to

your account to an authorised third party, never send the PIN in any written form. You should ensure that you do not keep the Prepaid Card and PIN together at any time, to avoid fraudulent or unauthorised usage of your Prepaid Card. Always destroy the PIN once memorised.

8. REPORTING LOST AND STOLEN PREPAID CARDS

8.1 You must call us immediately on 0845 241 4278 or 020 7101 6599, 24 hours a day, 7 days a week if (a) your Prepaid Card is lost; (b) your Prepaid Card is stolen; or (c) you find out that your Prepaid Card is being used in a manner not authorised by you. We will then take action to stop someone else getting access to the money in your account.

8.2 You may be required to help us, our agents or the Police if your Prepaid Card is lost or stolen or we suspect your Prepaid Card is being misused.

8.3 If our records show that there is money remaining on your account, we will cancel your Prepaid Card and issue a new one to the address on your account within 14 days (fees apply see Fees Summary).

8.4 If we know of, suspect or wish to prevent misuse of your Prepaid Card we may, without notice:

- ▶ refuse to approve a transaction;
- ▶ cancel or suspend your right or an Authorised Cardholder's right to use the Prepaid Card;
- ▶ refuse to replace any Prepaid Card.

The terms and conditions will continue under these circumstances and we will not be responsible or incur liability for any loss or damage you or an Authorised Cardholder may suffer as a result.

9. REPORTING TRANSACTION DISPUTES

9.1 If you believe that any of the transactions on your Prepaid Card were unauthorised or incorrectly posted to your account, you must notify us immediately by telephoning Customer Care and then confirm in writing to Customer Care setting out full details of

the transaction(s) disputed and the reasons for disputing the transaction(s) before we investigate further. We will attempt to assist you (subject to 9.2 below) with any qualifying dispute under the MasterCard® scheme regulations. We will not be able to assist you if the transactions that have taken place are more than 100 days old.

9.2 It is your responsibility to resolve a transaction dispute with the merchant before contacting Customer Care and to satisfy Customer Care that you have made every effort to do so and to provide such evidence to us as we shall require.

9.3 We will not refund any sums to you if you have not taken the precautions set out in these terms and conditions, in particular keeping your PIN and Prepaid Card safe.

9.4 You will not receive a refund (if it is applicable) until our investigation is complete. If the disputed transaction is refunded to your account, it may later be deducted from your account if we receive information that proves that the transaction was genuine and correct. If our investigations discover that the disputed transaction was genuine and originated by you directly or indirectly we will charge you an investigation fee of £20.00.

10. ADVISING CHANGES OF NAME, ADDRESS OR CONTACT DETAILS

10.1 It is your responsibility to notify us within 14 days of any changes to you or your Authorised Cardholder's name, address and any other applicable contact details such as e-mail address or contact telephone number so that our records are accurate, complete and up to date. You will be liable for any loss or fraud that directly results from any failure to advise us.

10.2 You can notify Customer Care by telephone of any such change but you must also confirm any such change in writing to us.

10.3 You must advise us as soon as you no longer work for the employer who provided you with this Prepaid Card. If you wish to continue using this Prepaid Card you should notify Customer Care and subject to providing additional personal information (to verify your identity) we will provide you with a

replacement card.

11. ACCOUNT CLOSURE AND YOUR RIGHT TO CANCEL

11.1 You have the right to withdraw from this agreement for any reason without penalty for a period of 14 days from the account Opening Date. Please note this will not entitle you to a refund of any transactions you have made or charges made including in respect of foreign currency transactions. To close your account at any time you need to write to Tuxedo Pay Customer Care, MoneyPlus Limited, PO BOX 49777, LONDON, WC2E 7WZ

11.2 After the 14 day period you are liable for all transactions and fees on your account until we receive your written notice to terminate this Agreement together with all Prepaid Card(s) relating to your account. When returning Prepaid Cards it is your responsibility to cut up the Prepaid Card through the magnetic strip and CHIP of a Chip and PIN before returning it. Once all transactions and fees have been deducted, any balance on your account will be returned to you. A fee will apply (see Fees Summary).

11.3 If your account has had no transactions for a period of at least one year and it has a zero balance, we reserve the right to close your account. Before we close your account we will try to contact you to advise that we will do this.

11.4 We reserve the right to close your account without further notice and return the balance to you; under these circumstances a cancellation fee will not apply.

11.5 Refunds will be issued as soon as the necessary security checks have been satisfactorily completed, and will normally be issued by cheque.

12. PROTECTING YOUR PERSONAL DATA

12.1 We are the data controller of personal data given to us in connection with your account.

12.2 We will process personal data in order to open, administer and run your account and to deal with any enquiries you have about it.

12.3 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

12.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by contacting Customer Care.

12.5 Tuxedo is the data controller of personal data that it collects for marketing purposes as set out in 12.10 and 12.11 below. Tuxedo may use third parties to process personal data on its behalf including third parties outside the EEA and by submitting your Activation Form you consent to your personal data being transferred outside of the EEA and disclosed to such third party processors.

12.6 Personal data may also be transferred confidentially to other organisations within Newcastle Building Society and the Tuxedo group of companies so that we can run your account. We may also inform our partners when you start using your Prepaid Card, however we will not disclose details of any leads, withdrawals or transactions you make.

12.7 We will monitor and/or record telephone calls we have with you or your Authorised Cardholders to help us maintain and improve the quality of our service or as required by applicable law.

12.8 We may check all personal information given by you with fraud prevention agencies and other organisations, and we may get information about you from recognised agencies to verify your identity. A record of such enquiries may be left on your file.

12.9 With your consent, or upon your request, we may use the information you provide such as your mobile phone number and email address to provide balance updates and transaction alerts.

12.10 We will seek your express consent before Tuxedo or third parties contact you by email or mobile phone about any offers they believe will interest you.

12.11 Tuxedo may want to contact you by telephone or mail, about other products and

services provided by Tuxedo. If you no longer wish to receive information about products or services from Tuxedo then please contact Customer Care. If you have elected to opt in when you registered for the service to receive email and SMS marketing, Tuxedo may share your information with third parties so they can contact you directly by telephone or mail about their products and services.

12.12 If you would like details of the third parties with which we share information about you please contact Customer Care.

12.13 You have the right, on payment of a fee, to receive details of the personal data we hold about you. Please contact Customer Care.

13. LIABILITY

13.1 If something which we are not reasonably able to control, including but not limited to defects relating to the Prepaid Card, stop or delay us from doing something we are supposed to do under these terms and conditions, we will not be responsible for any loss which you may suffer.

13.2 If you have acted fraudulently you will be liable for all losses on your account. If you act without reasonable care and this causes losses, you may be liable for them.

13.3 Provided you have complied fully with these terms and conditions, not acted fraudulently or without reasonable care, you will not be liable for any transactions or fees incurred on your account if your Prepaid Card is used before the account Opening Date.

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

13.5 We accept no responsibility or liability for the goods or services that you purchase with your Prepaid Card.

13.6 We accept no responsibility or liability for a merchant refusing to honour a transaction on your Prepaid Card or failing to cancel

an authorisation.

13.7 From time to time your ability to use your Prepaid Card may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable (a) to use your Prepaid Card to pay for purchases or obtain cash from ATMs, (b) to obtain information about the funds available in your account and/or about your recent Prepaid Card transactions. Please notify Customer Care if you have any problems using your Prepaid Card.

13.8 The Financial Services Compensation Scheme is not applicable for this Prepaid Card. No other compensation schemes exist to cover losses claimed in connection with this Prepaid Card. This means that in the unlikely event that Newcastle Building Society becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

13.9 We accept no liability for loss due to faulty or damaged cards, however we will help you identify the fault and replace the card.

14. WHO IS RUNNING MY PREPAID CARD AND ACCOUNT

14.1 This service is provided by Tuxedo and your Prepaid Card is issued by Newcastle Building Society (NBS). NBS is authorised as an e-money issuer in the UK by the Financial Services Authority and is entered in the Financial Services Authority register under number 156058. NBS Principal Office is Portland House, New Bridge Street, Newcastle upon Tyne NE1 8AL. Your Prepaid Card will be operated on behalf of NBS by Tuxedo MoneyPlus Limited whose contact address is PO BOX 49777, LONDON, WC2E 7WZ. Company number 05831827.

14.2 We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you at least 30 days prior notice of this. If we do this, your rights will not be affected.

14.3 We may transfer your unused balance to a new Prepaid Card provided by a Prepaid Card issuer other than Newcastle Building Society at any time. Before we do this, we will give you at least 30 days notice of the new Prepaid Card arrangements and the new Prepaid Card

terms and conditions. Unless you advise us within the 30 day period that you do not want a new Prepaid Card from the new Prepaid Card issuer, you agree that we can automatically transfer the unused balance on your Prepaid Card to a new Prepaid Card provided by the new Prepaid Card issuer.

15. WHAT HAPPENS WHEN YOUR PREPAID CARD EXPIRES?

15.1 We will contact you, before the expiry date on your Card, to confirm whether you require a replacement Card.

15.2 We reserve the right to decline to issue a replacement Prepaid Card.

15.3 We will charge you a Prepaid Card Issue fee for any Prepaid Card replaced on your account (see Fees Summary). We will not charge you for the replacement of an expired Prepaid Card.

15.4 You will be charged a cancellation fee in the event that you request a refund of the remaining funds on your account once your Prepaid Card has expired (see Fees Summary).

16. HOW WILL YOU KNOW ABOUT ANY CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions. All changes will be marked “**”, will be posted on our website. If we make any other material changes we will notify you by publishing such changes on our website from time to time, or we may contact you by email or SMS at least 30 days in advance, except in exceptional circumstances. If you are significantly disadvantaged by any such change you may cancel your Prepaid Card in accordance with our cancellation policy (see section 11). In such circumstances, you will not be charged a cancellation fee.

17. WHAT LAW APPLIES?

17.1 English law applies to these terms and conditions and English courts will deal with any legal proceedings between us.

17.2 Your account is subject to

regulatory supervision by the Financial Services Authority.

18. WHAT IF YOU HAVE A COMPLAINT?

18.1 If you are unhappy with the way your account is being run you should contact Customer Care so that we can investigate the circumstances as soon as possible. A copy of our complaints procedure is available on request.

18.2 If we are unable to resolve any complaint through our internal complaints procedure, you may contact the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 Email: enquiries@financialombudsman.org.uk

Fees and Charges

By using your account and Prepaid Card you agree to pay all applicable fees and charges as set out below:

FEES AND CHARGES	
Max card/account balance	£5,000 / €7,500 / \$10,000
INFORMATION & ALERTS	
Online balance & transactions	FREE
Automated service balance check	Local call rate in UK, standard network rates if abroad
Load alerts by email	FREE
Online card to card transfer	20p / €0.30 / \$0.40
CUSTOMER CARE	
Customer Care	Local call rate in UK, standard network rates if abroad
Lost and Stolen line	Local call rate in UK, standard network rates if abroad
SMS SERVICE	
Check balance by text	No extra charge, standard network rates apply
Load alerts	10p / €0.15 / \$0.20
Card to card transfers	20p / €0.30 / \$0.40
Lock your card	FREE
Unlock your card	FREE
CLOSURE	
Cancellation or redemption	£10 / €15 / \$20 - cash out fee
Expiry	Card valid for 36 months

FEES AND CHARGES	
OTHER CHARGES	
Transaction fees	Free and unlimited
Replacement Card	£4.99 / €7.49 / \$9.99
*Direct Debit one off set-up fee	£2.50 / €3.75 / \$5 per direct debit payment
*Direct Debit monthly fees	£2.50 / €3.75 / \$5 for 1st Direct Debit & £1.50 per Direct Debit thereafter
*Failed Direct Debit admin fee	£5 / €7.50 / \$10 per failed Direct Debit per month
*Standing Order	£1 / €1.50 / \$2
*Failed Standing Order admin fee	£5 / €7.50 / \$10
Paper Statement	£10 / €15 / \$20
PIN issue/re-issue	FREE
Annual fee	FREE
Investigation fee	£20 / €30 / \$20
Administration fees	FREE
Mobile account fee	FREE for first 30 days, £1 / €1.50 / \$2 monthly thereafter

Some ATMS may charge an additional fee and should advise you before you confirm the transaction.

These terms and conditions were published on 10th March 2009 and may be updated from time to time. Please check the website frequently for any changes. Tuxedo reserves the right to update its fees and charges.

All telephone calls to Tuxedo MoneyPlus Limited will be recorded. National call rates apply from BT landlines. Other operator's charges may apply.

tuxedo

PO BOX 49777
LONDON WC2E 7WZ

Customer Care:
+44 20 7096 9430 or **0845 241 4268** (in UK)

www.tuxedopay.com

Tuxedo MoneyPlus is a company registered in England and Wales, registration number: 05831827.
Registered address: Brettenham House, Lancaster Place, London WC2E 7EN.

Winner/2008
THE CARD AWARDS

Winner/2009
THE CARD AWARDS