

Terms and Conditions on Credit/Debit Card Funding

Please note that for credit and debit card funding, the following terms and conditions apply:

1. The payment service provider and/or SCM:
 - (a) shall not be able to give you a cash refund for a payment made using a credit or debit card, unless this is expressly required by law;
 - (b) shall not be liable for the non-execution or defective execution of the transaction where you have provided us with inaccurate payment details;
 - (c) shall not be liable for any delay or failure to carry out any of our obligations if (but not limited to) such failure is due to:
 - circumstances beyond our reasonable control;
 - any cessation or interruption or any part of the services which are due to any act or omission of a card scheme, acquirer or other financial institution and is not caused by a default on our part;
 - us having to comply with any relevant requirement under the scheme rules or any applicable law or regulation;
 - your failure to provide complete and/or correct data to us or other financial institution.
 - (d) may suspend the processing of any transaction where we reasonably believe that the transaction may be fraudulent or involves any criminal activity, until the satisfactory completion of investigation by us or any regulatory authority;
 - (e) shall not be liable to you for any loss of profits, loss of data, loss of business or goodwill, losses incurred by third parties or any indirect or consequential loss or damage, howsoever arising. We shall have no liability to you for any inaccuracy in the information that we or any other financial institution may provide to any third parties, such disclosure being conducted in line with applicable data protection legislation or guidelines;
 - (f) shall not be responsible for ensuring that data is delivered correctly to your acquiring bank or authorised processor in a way which is acceptable to the acquiring bank or authorised processor, nor for any connection difficulties that are outside of our control. We accept no responsibility for service levels of your acquiring bank or any other authorised processors' networks or any other third party product supplied, such as an Internet Service Provider (ISP) or other bandwidth provider of any description;
 - (g) shall not be able to provide any guarantee as to the time any incident (provided that such incident is directly related to SCM and/or the payment service provider) may take to be resolved.
2. In the event where any payment order by you has been refused, such payment will be deemed **not** to have been received for the purposes of execution times and liability for non-execution or defective execution.