CURVE'S SAMSUNG PAY+ TERMS

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GENERAL INFORMATION

1. Who are we?

Hello. We're Curve UK Limited, registered in the UK with company number 09523903, but you'll know us better as Curve. In case you want to send us a letter, we are based at 1-10 Praed Mews, Tyburnia, England, London W2 1QY.

If you have any questions about these terms and conditions, just drop our friendly customer support team a line at support@curve.com or get in touch via the Curve app.

These Terms apply to your use of Samsung Pay+, a digital or physical Mastercard debit or credit card issued by Curve and co-branded with Samsung. If you have a different Curve product, please see their terms here.

If we need to contact you, we'll contact you in English via the Curve app, by email, phone or by post using your home address – depending on the information we need to share – so make sure your details are always up to date. If in doubt, these Terms are concluded in English.

2. What are these Terms?

These terms of service, along with any other terms and conditions that apply to our services (Terms), set out the terms of service for the use of your Samsung Pay+ Curve Account.

By clicking "accept/continue" you're entering into a legally binding agreement with Curve UK Limited, which issues your Samsung Pay+ card and electronic money (e-money). Curve is authorised to issue e-money by the Financial Conduct Authority (firm reference number 900926). Before using Samsung Pay+, you will also need to agree to Samsung Pay's separate terms of service as advised when setting up your Samsung Pay+ Account in the Samsung Pay app. In addition to these Terms, the Mastercard Digital Enablement Service Terms set out in Annex 1 to these Terms also apply and form part of your agreement with us.

You can always download a set of the most recent Terms from our website and when we need to make changes to these Terms - we will notify you by email.

Along with these Terms, you should take a look at our Privacy Policy, Fair Use Policy, Curve Rewards and Curve Cash Scheme Terms and Curve Customer Protection Policy and refer to the FAQs for any questions you may have.

3. Who can get Samsung Pay+?

You can get Samsung Pay+ and a Curve Account:

- if you're currently a resident in the United Kingdom;

- have full legal capacity to enter into a contract; and
- you're 18 years old or over.

You can't get one:

- on someone else's behalf; or
- if you already have a Curve Account (in the UK or any other region that Curve operates); or
- if there is any reason that Curve is unable to grant you an Account under the laws that apply to us or if we've previously closed your Account in line with these Terms.

If you open a Curve Account on someone else's behalf, in breach of these Terms, you will be responsible for any losses that may arise from this.

We may ask you for additional information, from time-to-time, when you are opening your Account or at a later stage, and if this information does not meet our requirements, it may result in your Account opening being delayed or rejected and if you have an open Account, it may result in suspension or closure. We require this information to meet our legal and regulatory requirements, such as, to check your identity. Our Privacy Policy provides more information about how we use your information for these purposes.

You must keep your details in the Curve app up to date and let us know immediately if any information you've given us changes.

4. What should you know about your Curve Account?

E-money. E-money is an electronic alternative to cash that can be used to pay for goods and services, in store or online and to take money out at an ATM.

FSCS. While the Financial Services Compensation Scheme does not apply to e-money or funds which have been used to purchase e-money. Instead, these funds are protected through a process called safeguarding, which in practice means that they are always kept separate from our own. It is required by law and ensures that your e-money is protected and returned to you if we decide to cease operations or if you decide to redeem your e-money. However, if we were to become insolvent then the funds returned to you may be less than the total in your Account, as the costs to arrange repayment and the costs of the administrators who would coordinate the return of customer funds, may be deducted from the funds owed to you.

Section 75 of Consumer Credit Act 1974. When using a linked credit card as your payment source to make a purchase with a Samsung Pay+ debit card, you will **not** be covered by Section 75 of the Consumer Credit Act as the purchase is not a direct purchase from your underlying credit card. When you spend with your Samsung Pay+, you're protected by Curve Customer Protection (you can find more information here).

No interest. We're not allowed to pay you interest on any funds we may hold for you.

Eligible payment sources. You need to link and verify an eligible payment source to your Curve Account through the Samsung Pay+ onboarding process app, before you can use your Samsung Pay+. The payment source can be any eligible debit card, credit card, prepaid card or other payment source that we allow you to link to your Curve Account and fund transactions with.

We may need to introduce certain restrictions on the payment sources that we are able to accept on to the Curve system and will try to keep you informed on any changes, some of which may depend on the card schemes.

When you make a transaction using your Samsung Pay+, Curve (with your permission) loads funds from your selected payment source to your Curve Account. This is done for you automatically by the Curve processing system (no hassle to you). The amount loaded will be the value of the transaction, plus any fees for that transaction (including for any services provided by Curve).

The loaded funds are used to issue e-money which is loaded onto your Curve e-money account and is then used to pay for the transaction made with your Samsung Pay+. If your selected payment source has insufficient funds or declines the transaction for any other reason, the transaction will be declined.

In case Curve receives a decline from the payment source selected in the Curve app, we may try to process the transaction from the source that you have set as your default or back up, including your Curve Cash card.

You can add multiple payment sources to the Curve app and change the selected payment source at any time using the Curve app. To clarify, this cannot be done through your Samsung Pay app. If you change to a different payment source in the Samsung Pay app, it will not change the payment source in the Curve app.

Continuous payment authority. Each time you link a payment source to your Account you're giving us a standing authority to use that payment source to fund the purchase of the e-money used to pay for transactions (as described in "Eligible payment sources" above), and money owed to Curve in accordance with section 14 below. You may withdraw this authority at any time by removing payment sources from your Account (although you should note that this does not mean that any debt that you owe to Curve is cancelled, and we reserve the right to take alternative steps to collect any money owed to us)

5. What should you know about your Samsung Pay+?

Curve will issue you either a personal or business Samsung Pay+ card. This may be a physical and/or digital card. A digital card is a card where you can see your Samsung Pay+ details in the Curve app, and can request a physical card if you want one (fees for this are in the Subscription Schedule). You will be able to add your Samsung Pay+ in digital form to your Samsung Pay app.

You can use your Samsung Pay+ to make purchases for goods and services, in store or online. To withdraw cash you will need to order a physical Samsung Pay+. Please note that you cannot withdraw cash at an ATM if you have your Curve Cash card selected as the payment source for your Samsung Pay+ (see our current Curve Rewards and Curve Cash Scheme Terms here).

ACCOUNTS & SECURITY

6. What type of Accounts can you open?

Personal or business. Curve offers both personal and business Accounts. You can only open a business Account as a natural person who is a sole-trader or a contractor and intend to use your Curve Account exclusively for business spend. You cannot currently open a business Account for a company or partnership.

We can suspend your Account or change it from business to personal if we reasonably think it is not being used for business purposes. If we change your Account type, we will issue you with a replacement card. From time to time, we may request further information from you to verify your business status and business spend. Please note that the use of a Curve business Account for personal spend is not permitted under these Terms.

If you have a business Account but wish to use Curve for personal spend or if you have a personal Account but wish to use Curve for business spend, you must contact us to change your Account type. There is no cost to you for this change.

Benefits. Your Samsung Pay+ benefits can be viewed here.

More than one Account. You cannot hold more than one Curve Account. If you open more than one Account, we reserve the right to close down any additional Accounts or terminate our relationship with you without informing you first. This also means that if you have a Samsung Pay+ then you will not be able to open a Curve Account alongside.

Accounts & Fees. We offer Accounts with different levels of services and fees. You can find details of these in the Subscription Schedule. We will keep you informed before we introduce any new fee or make changes to any existing fees.

7. Minimum subscription periods.

For a Samsung Pay+ Account, there is no minimum subscription. For Samsung Pay+ Premium Account, you can choose to pay monthly or annually, and depending on which you choose, different minimum subscription periods apply:

(a) **Monthly subscription.** If you choose to pay monthly, the minimum subscription period is 6 months. If you wish to cancel your subscription, you must give us 1 month's advance notice prior to the end of the minimum subscription period. If you wish to cancel after your minimum subscription period, you simply need to let us know prior to the date your next monthly subscription fee is paid so that we can update your Account. You will not be refunded any amount paid for the current month of the subscription or the minimum subscription period.

(b) **Annual subscription.** If you choose to pay annually, the minimum subscription period is 12 months. This minimum subscription period will apply each time your subscription is renewed. If you wish to cancel your subscription you may do so but you will not be refunded any amount of the annual subscription fee. You will need to give us at least 1 month's advance notice prior to the end of your current subscription period to cancel your subscription.

In all cases where your subscription is subject to a minimum subscription period (whether 6 months because you pay monthly, or 12 months because you pay annually), you will continue to have all of the benefits available under those subscriptions until the end of the period for which you have paid. For example, if you cancel your 12 month subscription during month 2, you can continue to use the benefits under the subscription for the remaining 10 months.

Upgrading your Account. You can upgrade your Account and/or change the payment source your subscription is charged to in the Curve app. Please make sure you check and understand any applicable fees or restrictions that may apply to your upgraded Samsung Pay+ Premium Account.

If we can't charge your nominated payment source for subscription fees or any other fees you owe us - e.g., if your card has expired or your payment source has insufficient funds - you agree that we can take them from any other payment source you've linked to your Samsung Pay+ or Samsung Pay+ Premium Account. If we can't take the fees from any of the other payment sources either, you'll need to provide us with a valid payment source within 30 days of our request to do so, otherwise we may either close or downgrade your Account.

Downgrading your Account. You can downgrade your Samsung Pay+ Premium Account in the Curve Wallet, if this is not an option then you can downgrade by getting in touch with us. Fees may be payable in accordance with the Subscription Schedule.

If you downgrade your Account within the first 14 days of your subscription (called the cooling off period), you will receive a full refund and downgraded to a Samsung Pay+ Account - you will be charged a cancellation fee in accordance with the Subscription Schedule, to cover our costs.

Curve reserves the right to restrict the ability to subscribe to the Samsung Pay+ Premium Account for customers who upgrade or downgrade more than once in a given 12 month period.

Replacement Card. We charge fees for replacing your Samsung Pay+ card at the time we process the request for a replacement card. We can charge the fee from any of the payment sources linked to your Curve Account. We won't charge you to replace a card that has been stolen or misappropriated.

8. Keeping your Account safe

Please keep your Samsung Pay+, Account information, security details and the devices you use to access your Account safe. This means but is not limited to:

- signing your Samsung Pay+ card as soon as you receive it (if physical card);
- not sharing your security details with anyone (including your Samsung Pay+ PIN, Curve Wallet password or PIN or other security information, such as a one-time passcode, used to protect your Curve Account) over the phone or otherwise and keeping such details security to ensure they are not compromised or intercepted;
- not letting anyone else use your Samsung Pay+ or Curve app;

- keeping your Samsung Pay+ card and card details (physical and digital) safe;
- making sure you close down or exit the Curve app when you are not using it; and
- keeping your mobile device and your email Account secure (for example, restricting access to your mobile device by PIN or biometrics such as face or fingerprint ID).

If you think your Samsung Pay+ card is lost or stolen, someone knows your security details or has access to your device, or there are transactions on your Account you don't recognise, you must:

- immediately lock your Samsung Pay+ card in the Curve app;
- let us know ASAP by calling +44(0)2033222585 (lines are open 24/7), by email on support@imaginecurve.com or via the Curve app; and
- stop using your Curve Account and Samsung Pay+ until you hear from us.

If you find your Samsung Pay+ after you've locked it but before you've notified us, simply unlock it again in the Curve app. Please keep a look out for any suspicious transactions and follow the above procedure if you spot any.

Because we send important notifications and information to you via the Curve app and the proper functioning and security of the app relies on updates from time to time, you agree that you will keep the Curve app on your mobile devices up to date.

USING CURVE

9. Using your Samsung Pay+

Uses. You can use your Samsung Pay+ to make payments online or at electronic/mobile point of sale (POS) or withdraw cash (subject to limitations and withdrawal restrictions).

Authorised transactions. We'll consider a transaction to be authorised by you when you do at least one of the following:

- enter your PIN or OTP number;
- sign a receipt;
- provide your Samsung Pay+ details (card number, expiry date, CVV number), including for online transactions;
- wave or swipe your Samsung Pay+ (digital or physical) over or near a contactless payment reader; or
- use your Samsung Pay+ and PIN to withdraw cash from a payment terminal, e.g at an ATM.

When you use your Samsung Pay+ to make a withdrawal from an ATM, obtain cashback over the counter following a transaction of the above type or make a payment (for example, in shop or restaurant), we will consider the payment to be authorised by you unless:

- you let us know that the money has been stolen from your Account;
- you don't think we've carried out your instructions correctly; or
- we establish that you did not otherwise consent to the payment.

Typically your authorisation for a transaction lasts for 30 days. If a merchant processes your transaction after 30 days, you agree that we can still process the transaction. You remain responsible under these Terms in respect of all transactions you authorise on your Curve Account including all charges and other amounts incurred. You also agree that if Curve is unable to collect the corresponding funds from your underlying payment source at the time these become due to be paid by Curve to the merchant, Curve is authorised to collect such funds from any of your other underlying payment sources configured in the Curve app. If we are not able to recover the funds through this method, we will take other steps to procure the payment of the funds from you.

Cancelling transactions. You can cancel a transaction you've agreed to pay in the future up until close of business on the day before the transaction is due to take place. Just contact us to do this.

Changes to payment amounts. Sometimes, you might make changes to a purchase between the time you authorise the transaction and the time the merchant processes it. In these cases, the merchant may amend the payment amount to reflect this change. You agree that we may pay the additional amount to the merchant on the basis of your initial authorisation and charge the shortfall from you.

Pre-authorisations. If you've used your Samsung Pay+ to pre-authorise a transaction of less than £150 (or its equivalent in your local currency if you are using a non-UK underlying payment source), we may place a block on those funds (meaning you can't use them) or charge the amount to your payment source at the time you pre-authorise the transaction. If the final amount is less than £150, we'll refund or unblock the difference.

Continuous payment authority. You can use your Samsung Pay+ to set up a future payment (either on a one-off or recurring basis) on a selected payment source. We'll make the payment from the payment source you've selected in the Curve app at the time we process the transaction. This may be a different payment source to the one you had selected at the time you set up the future payment. If you need to cancel such payments, get in touch with us.

Spending limits. We have limits on how much you can spend or withdraw - these are set out in your Curve app. We may change these limits every now and then. You can ask us to increase your limits - if we refuse, you will have to wait 3 months to request another review.

Curve Customer Protection. Curve Customer Protection allows us to provide greater protection to you, the Curve cardholder, for purchases made using your Curve Card. If you need to raise a claim you should contact Curve and not your underlying payment card issuer. If you have contacted your underlying card issuers, this protection will no longer apply.

10. Reasons we may refuse or delay a payment?

- *Security*: We're concerned about the security of your Samsung Pay+ or Curve Account.

- *Fraud*: We suspect fraud on your Account.
- *Law or regulation*: We need to comply with the relevant law or regulation.
- *Your actions*: The transaction breaches limits which apply to your Curve Account you've breached these Terms or you owe us money, you've failed to provide us with information we've asked for or your Account has been blocked for any other legitimate reason.
- *Third parties*: If a third party (e.g. a card network) prevents us from making the payment.

We'll tell you if we refuse to make a payment and (where possible) why. We won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your Account (provided we are not prohibited from doing so by law) or if we suffer a security threat. We will always contact you via the Curve app or email in such circumstances. We will never contact you by telephone in such cases. When we contact you, we will also give you information on how you can minimise any fraud risk to your Samsung Pay+ depending on the nature of the fraud or security threat. We'll use the same contact details which you have already provided us with when contacting you; so please make sure you keep your Account details up to date either in the app or by contacting us.

11. What about foreign currency transactions?

In case of withdrawals or purchases using your Samsung Pay+ where the currency of your selected payment source is different to the currency of the transaction, Curve will perform a currency conversion for you.

If, when making the transaction, you have set your payment source currency in the Curve app to a different currency (where available) than that of the underlying payment source itself then your payment source issuer or provider (as applicable) may charge a fee for using their currency conversion services. This might be in addition to any fees that Curve charges you.

If we have to convert the currency of a payment made using your Samsung Pay+ we'll use the latest available exchange rate from our rate provider (see Mastercard® Currency Converter Calculator).

Please check our Subscription Schedule for any additional fees that may apply to your foreign currency exchange transactions.

Exchange rates can fluctuate between the date you made the transaction and the date it's actually processed by the merchant to your Account. Please note that changes in the exchange rates will be applied immediately and without notice. The rate applied to a transaction will be shown in the Curve app.

Where a merchant partially or completely refunds a foreign transaction, it's possible that a different exchange rate to the one used for the original transaction will apply.

You can also find the exchange rate that was applied to your transaction in your Curve app under the specific transaction.

We'll not be responsible to you if you're charged fees or lose any money if you ask the merchant or any other third party to make the currency conversion.

12. Who's responsible for losses on your Samsung Pay+ or Curve Account?

When you'll be responsible. You're responsible for all transactions where:

- The transaction is unauthorised and:
    - you've acted fraudulently; and/or
    - you have deliberately or with gross negligence failed to keep your device, Account details or your Samsung Pay+ and Curve Account security details safe.
- The transaction was authorised by you.
- You deny that you have authorised the transaction, however, information and records available to us indicate that the transaction was authenticated and consented to.
- You have used your Samsung Pay+ and/or Curve Card or Account contrary to these terms, including, but not limited to, where you have added a payment card without such underlying cardholder's authorisation or where you have granted permission to a third party to use your Samsung Pay+ and/or Curve Card or Account (unless you've formally agreed this with us or are legally permitted to do this)

If you don't tell us as soon as you realise that your Curve Card is lost or stolen, when you think or suspect that someone else knows your security details, or there have been unauthorised transactions on your Samsung Pay+, you'll have to pay up to £35 of the losses.

When we'll be responsible. We'll refund you any money that you've lost as a result of:

- any unauthorised transaction which you've promptly reported (and within 13 months of the transaction), provided you've not acted fraudulently or carelessly;
- our mistakes; or
- transactions authorised by us after you locked your card (but only to the amount of the original authorisation).

We may also refund you where you've used your Samsung Pay+ to make a payment within the UK without knowing the exact amount beforehand (e.g. when hiring a car) and the final amount is much higher than you reasonably would have expected.

Just get in touch through the Curve app or at support@imaginecurve.com within 8 weeks of the transaction and provide us with any further information we need to look into this. We'll then make a decision either to refund the transaction or not. If we do not, we will give you reasons for rejecting your request.

13. What can I not use my Curve Account and Samsung Pay+ for?

We know most customers will, but you must use your Curve Account and Samsung Pay+ responsibly. You can't use them:

- for anything that's against the law (e.g. fraud) or is harmful or disrespectful to others, including any form of abuse of us or our staff;
- in breach of these Terms;
- in a way that might harm our ability to provide our services or may harm our software, systems or hardware;
- in a way that your payment card issuer, a card network, our acquirer, payment processor and/or other similar third party, would see as an abuse of the payments system;
- for "cash recycling", which includes using your Samsung Pay+ to make an ATM withdrawal and using the cash to repay the payment source used for the withdrawal in order to receive rewards on the payment source or your Samsung Pay+. (for other examples of "cash recycling" that are also covered under these terms, see our Fair Use Policy);
- attempt to "double dip" (or similar) or to do anything during the course of a dispute to receive funds from us and your bank, payment card issuer or payment source provider for the same transaction; or
- to make transactions which are not allowed by the issuer of your linked payment card or payment source provider, e.g. cash advances or transactions for investment purposes. Check your payment source's terms to see what's allowed.

14. Money owed to Curve

In the event you owe Curve money either for fees or transactions that you have made using Curve, or missed subscription fees, we may immediately charge such amounts to any payment source which has been added to your Curve Account (including your Curve Cash Card), in accordance with the continuous payment authority that you have given Curve under these Terms. We also reserve the right to apply any payments received to your Account against the amount of your debt to Curve.

The circumstances in which you may owe money to Curve include, but are not limited to:

- funding payments which are made offline (e.g. where a merchant's point of sale device is not connected to the internet);
- funding express payments (e.g. contactless payments made using certain public transport readers); or
- incurring a loss from chargebacks as a result of your fraudulent, or grossly negligent behaviour.

CURVE FEATURES

In order to use these features, you need to download and use the Curve app. These features are not available on the Samsung Pay app.

15. Go Back in Time®

This allows you to change the payment source you used to pay for certain transactions after they were made. Check out which transactions this is possible for in the Curve app (note that we can change this list and restrict customers from using this feature where we have a good reason to do so). Be aware your payment card issuer or payment source provider may charge a fee for this, which we're not responsible for.

Curve also allows you to simultaneously Go Back in Time® on two or more purchases by transferring the transactions from the initial underlying payment source, via your Curve Wallet, to another debit card. We will not be responsible for any losses occurred as a result of any errors or mistakes you have made when using this feature. If your transaction is successful, you will be able to identify this in your Curve timeline.

16. Curve Flex

Curve Flex allows you to turn past or future transactions into monthly instalments. Curve UK Limited is an introducer appointed representative of Curve Credit Limited, which is authorised and regulated by the Financial Conduct Authority (firm reference number 925447).

If you wish to use Curve Flex, you consent to us introducing you to, and sharing your personal information with, Curve Credit Limited. If you do not consent to this, we both agree that the rest of the Terms will still be enforceable. You can find further details about how we process your personal data in our Privacy Policy.

17. Smart Rules

Smart Rules is an in-app feature that lets you set up a specific payment source to be the funding source when a transaction you are making with your Samsung Pay+ card meets certain conditions.

Smart Rules can be set up in the Launchpad section of the Curve app. You then need to enable the feature and start setting up the different conditions that form part of your rule. Note: you won't be able to use the Curve Cash card for any of your rules. You can also create a priority list when creating the rules, and the rules will always run in the priority list order. If the transaction meets the criteria for the first rule, it will settle it using the payment source without going to the second rule. Therefore, please ensure that you have correctly prioritised your rules so that they meet your needs and do not have any detrimental consequences.

You have the option to completely delete the rule in your Curve app in case it no longer meets your requirements.

The number of rules you can have depends on your subscription tier, and may be amended from time to time at Curve's discretion. Please check your Subscription Schedule for further details.

If your Smart Rule seems to be overlapping with another one, the Curve app will suggest a solution. However, Curve bears no responsibility to whether this will be suitable and meet your needs.

Curve also does not bear any responsibility if the Smart Rule does not work, and we may at any time default to the card selected in your Curve app if the transaction does not correctly meet the conditions laid out by you in the Curve app. This is not an automation feature and is only a manner for you to select a payment source as a matter of convenience.

Please note, if you have Anti-Embarrassment mode turned on, this will take priority over Smart Rules. Similarly, if your Curve Cash is set to auto spend, your transaction will be taken out of your Curve Cash first.

Curve still retains the right to deny a transaction if it does not meet its eligibility criteria.

18. Curve Fronted

Using your Samsung Pay+ (with a debit card, credit card or other eligible payment source as your underlying payment source) to pay merchants who only accept payments by debit card, or who either impose a charge or deny certain types of debit or credit cards (e.g. transactions to the HM Revenue and Customs in the UK, paying off a credit card with an underlying credit card selected, paying at National Savings & Investments (NS&I)), is defined by Curve as a Curve Fronted transaction and will attract a service fee (see our Subscription Schedule for details). Please note that before you start using this function you should make sure that your underlying credit card issuer (or other payment source provider, if applicable) allows usage of your credit card to fund these types of Samsung Pay+ transactions.

Please remember that when you fund your Samsung Pay+ with a credit card or other payment source that applies fees to transactions:

- Your underlying credit card issuer (or payment source provider) may also apply fees in relation to Curve Fronted transactions using Curve. In particular, some card issuers may charge fees for cryptocurrency trading (and these can also be considered cash advances by some issuers). Curve will not be liable for such fees. These fees are strictly non-refundable in nature.
- You may have to pay other costs, taxes, or charges which are outside our control and not charged by us e.g. your payment card issuer may charge you for making a payment through your Samsung Pay+.
- You should check your underlying payment source provider's terms and conditions and any applicable subscription or fee schedules to ensure you are fully informed about potential usage restrictions or charges that may apply to your spending.

19. Curve ReFi

Curve ReFi is a feature that allows you to repay the entire (or part of a) balance you have accumulated on certain payment source(s) by using one of your other payment sources, which must be a credit card.

When you use this feature, you are giving an instruction to Curve to initiate two transactions on your behalf enabling the repayment of the balance on the original payment source and the transfer of that balance (or part of such balance) to your chosen credit card.

You will be asked to select the transaction(s) that you would like to Curve ReFi and the underlying payment source (which has to be a credit card) to which you wish to transfer the payment of the balance on. You must ensure that all of the payment order details are correct before you confirm you wish to proceed with your Curve ReFi; we will not be responsible for any losses occurred as a result of any errors or mistakes you have made. If your Curve ReFi transaction is successful, you will be able to identify this in your Curve timeline.

See our Subscription Schedule for the fees associated with this feature.

20. Curve Rewards and Curve Cash Schemes

From time to time, we offer our customers various rewards and cashback programmes. You can find further details about our existing programmes here, and our current Curve Rewards and Curve Cash Scheme Terms here.

We reserve the right to set limits on the amount you can earn under our rewards and cashback programmes in accordance with our Fair Use Policy.

21. Open banking permissions

We may provide you access through the Curve app to a third party Account Information Service (**AIS)** and Payment Initiation Service (**PIS**) provider (otherwise known as Third Party Providers, **TPP**). These services will allow you to obtain financial information from your online payment accounts held with other providers (account information services) and to make online payments directly from your third party payment accounts held with other providers (payment initiation services, when available).

When you wish to view information about an account you hold with another provider, you must authorise Curve to access that account. Once you've authorised us to access the account, we will access it on your behalf and analyse this information to provide insights to you. You can revoke your consent at any time via the Curve app.

If you want to use the TPP services, you will need to sign up to the TPP's terms and conditions during the sign up process and provide them your details in order to create an account on their system and to access your data or execute payments. We have no responsibility for the products and services provided to you by or through the TPP and will not be liable to you for any harm, damage or loss arising from your use of the products and services provided to you by or through the TPP.

The terms and conditions that apply to the payment accounts that you access through the TPP are not affected or amended by these terms and conditions.

Curve is not responsible for the information that you receive from your other online payment account providers or TPPs.

22. High-Risk Merchant Category Code Transaction Fee

You can use your Curve Card to pay merchants that may have previously been blocked due to the perceived high-risk associated with processing transactions with them (for example, due to higher chargeback volumes).

We will charge you a service fee (see our Subscription Schedule for details) when you use your Curve Card to pay a merchant with one of the following Merchant Category Codes:

Merchant Category Code	**Merchant Description**
5094	Precious Stones and Metals, Watches and Jewellery
5933	Pawn Shops
5966	Direct Marketing—Outbound Telemarketing Merchants
6051	Quasi Cash Merchant
6211	Securities—Brokers/Dealers
7273	Dating services
7372	Computer Programming, Data Processing, and Integrated Systems Design Services
9406	Government-owned Lottery (Specific Countries)
5967	Direct Marketing—Inbound Telemarketing Merchants (e.g. adult chat and entertainment websites)
7800	Government Owned Lottery (U.S. Region Only)
7801	Internet Gambling (U.S. Region Only)
7802	Government Licensed Horse/Dog Racing (U.S. Region Only)
7995	Gambling Transactions
9754	Non face-to-face gambling, betting, and casino

In certain circumstances, we may need to immediately block payments or certain merchant category codes due to requirements set by underlying payment source providers, to comply with applicable laws or regulations or due to concerns surrounding fraudulent use or breaches of our [Fair Use Policy.](#) For example, where your underlying payment source is a credit card you will not be able to use your Curve card to pay for lottery, gambling and betting transactions.

CLOSING & SUSPENDING ACCOUNTS

23. When can we block, suspend or close your Account?

Blocking. We'll block your Account if we have reasonable concerns about your Account's security or suspect unauthorised or fraudulent use of your Curve card, where our legal obligations require us to do this or where you owe us money.

Suspension and closure. We may immediately suspend or close your Account for a number of reasons including where:

- you use Curve in a way that these Terms don't allow or we have reason to suspect that you are behaving fraudulently or otherwise criminally;
- you don't provide us the information that we've asked for or information you've provided is false or misleading;
- you have added a payment card/source contrary to these Terms;
- we have reason to believe that your use of Samsung Pay+ is harmful to our systems or you continuing to use your Curve Account could damage our reputation or goodwill;
- we determine you have breached our Fair Use Policy;
- your behaviour towards us is inappropriate (e.g. you insult our staff);
- you've broken these Terms in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to do so;
- we've had to block your Account for a prolonged period of time;
- we're required to by law or regulation;
- you're declared bankrupt; and/or
- we can verify that you have died.

We'll give you at least 60 days notice if we want to close your Account for any other reason, unless we are prohibited by law from doing so.

24. How can you close your Account?

You can cancel your Account at any time by emailing us at support@imaginecurve.com or contacting us in the Curve app. You'll get a refund of any subscription fees you've paid if you change your mind within the first 14 days of signing up (the "cooling off" period) You may be charged fees to cover any costs we have incurred in accordance with the Subscription Schedule during the "cooling off" period.

On closing your Account, you still need to pay us any fees or money that you owe us or any transactions that have not yet completed. This includes, but is not limited to, money that you owe us as a result of us funding your offline payment(s) or us incurring a loss from chargebacks as a result of your fraudulent or reckless behaviour. You'll also need to make sure that you cancel any outgoing payments you don't want to pay anymore. If any balance is still remaining on your Account when your Account is closed you can request to have these funds returned to a bank account in your name, subject to our checks. You forfeit your rights to these funds if you do not claim these funds within 6 years from the date your Account was closed. During this period your funds will be kept safe as required by law.

OTHER IMPORTANT LEGAL STUFF

25. Our liability

We are liable for the proper execution of your payment transactions.

We'll not be responsible for any money you've lost as a result of:

- a merchant or ATM provider refusing to accept your Samsung Pay+;
- us suspending or closing your Account in accordance with these Terms;
- us implementing a legal or regulatory requirement;
- unforeseeable events outside our control, where the consequences would have been unavoidable despite our best efforts;
- goods or services that you purchase using your Samsung Pay+;
- loss or corruption of data unless caused by our willful wrongdoing; and/or
- our compliance with applicable laws.

We're also not responsible for any charges you have to pay to third parties, like your payment card issuers, for using the Curve Account and services.

If we breach our Terms with you, we'll only be responsible for losses that could have been reasonably foreseen at the time we entered into these Terms and are directly related to the event in question. We'll do all we reasonably can to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't promise that this will always be the case e.g. where we rely on third parties to process payments.

Nothing in these Terms will stop us being responsible to you, if we act fraudulently, we act with a very significant degree of carelessness, or we're at fault and the law does not allow us to exclude or limit our liability.

26. Changes to these Terms

As these Terms will continue until you or we end them, we may need to change these Terms every now and then. We may do this to reflect changes:

- to the law or regulatory requirements;

- to the way we manage your Curve Account or run our business, including as a result of changes in technology or the financial system;
- in the cost of providing your Account and other Curve services;
- to our products and/or services; and
- anything else that we currently can't predict.

We'll give you 60 days' notice before the changes come into effect so you can easily end these Terms if you don't agree with the changes.

In certain circumstances we may immediately, without notifying you, make changes that are:

- clearly in your favour;
- of a clarificatory or relatively minor nature or which correct any inaccuracy (as long as this is permitted by law);
- related to a service and/or feature that is not a payment service or which does not affect existing payment services covered by the Terms;
- required due to reasons outside of our control; or
- permitted by law.

We will try to give you 30 days notice of these changes where we can. In any case, we will tell you once we've made such changes and you'll have 2 months from when they take effect to cancel your Account. You'll need to pay back any money you owe us.

We'll assume you're happy with any changes to these Terms unless you tell us otherwise.

27. Our contract with you

Personal to you. Only you and we have any rights under these Terms. These Terms are personal to you and you can't transfer any rights or obligations under them to anyone else.

Transfer. We can transfer any of our rights and obligations under the Terms to comply with a legal or regulatory requirement or we reasonably think that a transfer would not have a significantly negative effect on your rights.

Severability. If for any reason a part of these Terms becomes invalid or unenforceable, we both agree that the invalid or unenforceable parts can be removed and that the rest of the Terms will still be enforceable.

Waiver. If you fail to keep to any of your obligations and we don't take action against you (immediately or ever), we can still take action at a later date.

28. Our intellectual property

Curve owns all intellectual property in the Curve products and services, e.g. Curve app, Curve website, Curve logo and card designs. You agree you won't use Curve's intellectual property, except to use the Samsung Pay+ and Curve products as outlined in these Terms. Also, you agree you won't reverse engineer any of Curve's products (that is try to reproduce them after a detailed examination of their composition).

29. English law applies

English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into it.

If you are living in England or Wales when this agreement starts, the courts of England and Wales will have exclusive jurisdiction in relation to it.

If you are living in a different part of the UK when this agreement starts, English law will still apply, but will not act to deprive you of any mandatory protections that would have been afforded to you in that region. In addition, the courts of that country will have jurisdiction to hear any claims in relation to this agreement, but you can still bring a claim against us in the courts of England and Wales if you want to.

30. How can you make a complaint?

We hope you don't ever need to but if you do ever want to complain, you can contact us at complaints@imaginecurve.com or via the Curve app. We'll try and fix your problem as soon as we can. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be provided within 15 business days after your complaint has been made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case). Just so you know, our complaints management and customer service is currently, only in English.

If you're still not happy you can refer your complaint to the Financial Ombudsman Service within 6 months of the date we send our final response to you.

You can contact them at:

- In writing: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Calls: 0800 023 4567 (or +44 20 7964 0500 from abroad)
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

Investigation of your complaint by the Financial Ombudsman Service is free of charge.

You can get more details about how we handle complaints in our FAQs.

31. Your data

By agreeing to these Terms, you also agree to us collecting and using your information to provide you with the services outlined in these Terms. For more information on how we use your personal information, please refer to our Privacy Policy.

You are required to keep your personal data updated, including your residential address. If you're no longer happy for us to use your information, we'll have to close your Account. We may keep your personal data and use it where we have lawful grounds to do so. For example, any identity verification information we need to maintain for regulatory reasons .

Version History

These Terms apply to all customers at the date of their publication.

The previous version of these Terms can be found here.

SUBSCRIPTION SCHEDULE

	Samsung Pay+	Samsung Pay+ Premium
Subscription Fee: To provide you with the benefits and services associated with your Samsung Pay+.	**Free**	**£9.99 per month or £99.90 per year**
Delivery Fee: To cover the cost of delivering you a Samsung Pay+ physical card.	**Free**	**Free**
Minimum Term: Minimum period you need to maintain your subscription.	**No minimum term.**	**6 months**

	Samsung Pay+	Samsung Pay+ Premium
Replacement Card Fee: To provide you with a replacement Samsung Pay+ card.	**£5.99**	**First replacement free. Then £5.99 for each subsequent replacement**
Go Back in Time® Limits: The number of times you can use Go Back in Time® per rolling 30-day period and the Time Dilation (i.e. length of time) after the original transaction was made during which you can use this feature.	**3 trips back in time on payments up to 30 days old.**	**Unlimited trips back in time on payments up to 90 days old.**
Smart Rules Limits: The number of Smart Rules you can set in the Curve app.	**2**	**Unlimited**
Cancellation Fee: This relates to the cost of providing you with the benefits associated with your card up to the point you cancel it. Delivery fees will not be refunded in case of cancellations.	**Free**	**£5.99** **(charged during 14-day cooling off period only)**
ATM Withdrawal Fees: This is for the service of Curve enabling you to withdraw cash from ATMs. Note that some ATM providers may impose additional charges. This fee will be in addition to any of the other fees mentioned in this Subscription Schedule.	**The greater of (i) 2% of the withdrawal amount or (ii) £2.**	**Free up to £500 per calendar month and then the greater of (i) 2% of the withdrawal amount or (ii) £2.**

	Samsung Pay+	Samsung Pay+ Premium
Foreign ATM Withdrawal Fees: This fee enables you to withdraw cash from an ATM in a currency different from the currency of your payment source. We'll use the latest available Mastercard Wholesale Rate.	**A fee of the greater of (i) 2% of the withdrawal amount or (ii) £2 in addition to the Mastercard Wholesale Rate.**	**Fee-free currency conversion up to £500 per calendar month. A fee of the greater of (i) 2% of the withdrawal amount or (ii) £2 in addition to the Mastercard Wholesale Rate.**
Currency Conversion Fee (AKA "Killer FX"): The Killer FX feature enables you to pay for goods and services in a currency different from the currency of your payment source and remove hidden foreign exchange transaction fees your card issuer would otherwise charge you (we call this type of transaction an "**FX Transaction**"). Any fee we charge will be in addition to the exchange rate we use to convert the currency you used to pay for the goods and services to the currency your payment source is in. We'll use the latest available exchange rate from Mastercard (also known as the "Mastercard Wholesale Rate").	**Fee-free currency conversion up to £250 per calendar month. Then, 2.99% per transaction in addition to the Mastercard Wholesale Rate.**	**Fee-free currency conversion up to £50,000 per calendar month. Then, 1% per transaction in addition to the Mastercard Wholesale Rate.**
Weekend Currency Conversion Fee (for purchases and ATM withdrawals over the weekend or public holidays): The Currency Conversion Fee enables you to make purchases and withdraw cash from ATMs in a currency different from the currency of your payment source during the weekend or public holidays. In such cases, we will charge either the Currency Conversion Fee (see above) or the Foreign ATM	**We charge a 1.5% Weekend Currency Conversion Fee on FX Transactions over the weekend or public holidays, in addition to the Currency Conversion Fee or the Foreign ATM Withdrawal Fee.**	**Free** **No surcharges for using Curve for FX transactions over the weekend and public holidays. You are welcome.**

	Samsung Pay+	Samsung Pay+ Premium
Withdrawal Fee (see below) and apply the Weekend Currency Conversion Fee, if applicable. For the avoidance of doubt, there are no currency conversion fee-free limits applicable to the Weekend Currency Conversion Fee.		
Curve Fronted Fee: Curve Fronted enables you to use a credit card (or other eligible payment source) as your underlying payment source to pay bills and at merchants who only accept payment by debit card or who impose a charge if you use another payment source (thus eliminating those charges) or deny certain payment sources. Please note that your payment source provider may charge fees.	**2.5% of the transaction amount**	**Fee-free limit of £1,000 per calendar month then 2.5% of the transaction amount.**
Commercial Funding Card Fee: This fee is for the service of Curve providing you with the ability to fund payments on a personal Curve card from a commercial card Account. The Commercial Funding Card Fee is not refundable, including where you may raise a chargeback request or use Go Back in Time®.	**1.5% of the transaction amount**	
International Funding Fee: This fee is for the service of Curve providing you with the ability to fund payments on the Curve card from a payment source issued outside of the United Kingdom or the European Economic Area. The International	**2.9% of the transaction amount**	**Fee-free limit of £1,000 per calendar month, then 2.9% of the total transaction amount.**

	Samsung Pay+	Samsung Pay+ Premium
Funding Fee is not refundable, including where you may raise a chargeback request or use Go Back in Time®.		
High-Risk Merchant Category Code Transaction Fee This fee is for the service of Curve providing you with the ability to use your Curve card to pay merchants who may have otherwise been blocked due to the perceived "high-risk" associated with processing these transactions (for example, due to higher chargeback volumes). The High-Risk MCC Fee is not refundable if the transaction is refunded by the merchant.You can find details on the High Risk MCCs here.	**1% of the transaction amount.**	
Curve ReFi Fee: This fee is for the service of Curve providing you with the ability to repay the entire (or part of a) balance you have accumulated on certain payment source(s) by using one of your other payment sources, which must be a credit card.	**1.5% of the amount being repaid**	
1% Instant Cashback: See our Curve Rewards and Curve Cash Scheme Terms for more information.	**Not available.**	**6 retailers** ***Subject to limitations set out in our Fair Use Policy.**
1% Interregional Cashback:	**Not available.**	**1% unlimited cashback**

	Samsung Pay+	Samsung Pay+ Premium
You will receive 1% cashback on all eligible interregional FX transactions on your Curve Card. Interregional transactions are defined by Visa and Mastercard - check out their rules for more details. See also relevant FAQs for some guidance on what interregional spend may be and where the cashback may not apply.		
Priority Support: Priority access to customer support services.	**Support within working hours (but still better than your bank!)**	**Priority Support**

**All fees mentioned in this subscription schedule shall be calculated and charged based on Coordinated Universal Time (UTC). Any weekend fees apply from Friday 23:59 UTC to Sunday 23:59 UTC.*

ANNEX 1 – MASTERCARD DIGITAL ENABLEMENT SERVICE TERMS

1. This Annex 1, Mastercard Digital Enablement Service Terms, apply in addition to Curve's Samsung Pay+ Terms (the "**Terms**"). Unless terms are defined differently here, terms in capitals in this Annex 1 have the same meaning as they do in the Terms. If there is any conflict between this Annex 1 and the Terms, the Terms apply.

2. Where you have agreed other terms and conditions with Samsung (e.g. terms relating to the Samsung Pay service as well as use of your Samsung device), this Annex 1 will also apply to your use of Samsung Pay.

3. We are not responsible for any acts or omissions of Samsung (or any other third party) in respect of Samsung Pay, including, without limitation, if anything goes wrong with Samsung Pay or your device.

4. Keeping your Samsung Pay+ and Curve App secure - the same provisions extend to the use of your Samsung Pay+ through Samsung Pay including keeping your card details safe at all times and reporting any unrecognised transactions immediately to Curve.

5. Curve retains the right to stop you using the service of Samsung Pay with your Samsung Pay+ (e.g. for security reasons) as set out in the Terms.

6. Fees: There are no fees charged by Curve for your use of the Samsung Pay+ with Samsung Pay.

7. Please note that Curve may need to share your personal information with Samsung in order to provide you with these services and that the management of your personal information will also be subject to Samsung's privacy policy.

Samsung and Samsung Pay+ are trademarks of Samsung.