

CURVE'S SAMSUNG PAY+ TERMS

Version 3 - 11 April 2023

Welcome to Curve's Samsung Pay+ Terms!

GENERAL INFORMATION

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, London W2 1QY.

If you have any questions about these terms and conditions (Terms) or anything at all, 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 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 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.

What are these Terms?

These Terms set out the terms of service for your use of Samsung Pay+, your Curve account and other important things you need to know. By clicking "accept/continue" you're entering into a legally binding agreement with Curve UK Limited, which issues your Samsung Pay+ 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 Schedule 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 we will send you, when we need to make changes to these Terms, a copy of the new Terms by email.

Anything else you should read?

The Subscription Schedule forms part of these Terms and we highly recommend reading it. Along with these Terms, you should take a look at our [Privacy Policy](#), [Cookie Policy](#), [Fair Use Policy](#), [Curve Customer Protection Policy](#) and refer to the [FAQs](#) for any questions you may have.

CURVE UK LIMITED

Company No. 09523903
1-10 Praed Mews, Tyburnia
London W2 1QY
UNITED KINGDOM

Who can get Samsung Pay+?

You can get Samsung Pay+ and a Curve account:

- if you're a resident in the United Kingdom; and
- have the 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; or
- if there is any reason that Curve is unable to grant you an account under the laws that apply to us.

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 this may result in your account opening being delayed or rejected or even suspension or closure of your account once opened.

What should you know about your Curve account?

E-money. Your Curve account stores e-money, 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 accounts, rest assured that your e-money is always kept separate from our own. This is known as safeguarding. It is required by law and ensures that your e-money is protected and returned to you in full if we decide to cease operations. 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. When using a linked credit card as your payment card to make a purchase, 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 details [here](#)).

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

How it works. You need to link and verify an eligible payment card to your Curve account through the Samsung Pay+ onboarding process app, before you can use your Samsung Pay+. The payment card can be any debit card, credit card or prepaid card issued in your name that we allow you to link to your Curve account and fund transactions with. We may need to introduce certain restrictions on the cards 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. To use more than the one payment card you added

during onboarding, you will need to download the Curve app and follow the process for adding and verifying payment cards.

When you make a transaction using your Samsung Pay+, Curve (with your permission) loads funds from your selected payment card to Curve. 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 Curve services provided).

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 card account 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 card selected in the Curve app, we may try to process the transaction from the cards that you have set as your default or back up cards, including your Curve Cash card.

You can add multiple payment cards to the Curve app and change the selected payment card at any time using the Curve app. To clarify, this can not be done through your Samsung Pay app. If you change to a different payment card in Samsung pay app, it will not change the payment card in the Curve app. Please check the Subscription Schedule to see how many cards you can add as part of your subscription tier.

Each time you link a payment card to your Curve account you're giving us a continuous payment authority to use that payment card to fund the purchase of the e-money used to pay for transactions and for Curve Credit Limited to collect any credit repayments it is owed (where you are using the Flex feature). Curve will use various means to identify and verify that the card you have added to your account is yours and that you have the right to use it.

You can see your transactions on the timeline in the Curve app.

What should you know about your Samsung Pay+?

Curve will issue you either a personal or business Samsung Pay+. It will either 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 funding source for your Samsung Pay+ (see our current Curve Rewards and Curve Cash Scheme Terms [here](#)).

ACCOUNTS & SECURITY

What type of accounts can you open?

Personal or business. Curve offers both personal and business accounts. You can only open a business account if you are a sole-trader or a self-employed natural person and intend to use your Curve account exclusively for business spend. You cannot 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 reasons, 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. We can close down additional accounts 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.

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:

- (1) **Monthly subscription.** If you choose to pay monthly, the minimum subscription period is 6 months. If you wish to cancel your subscription and it is less than 4 months since the start of it, you must give us 2 months' advance notice (such notice period to run from the end of your current subscription month). If you wish to cancel your subscription and it is more than 4 months since the start of it, you do not need to give us advance notice. If you wish to cancel your subscription after your 6 month minimum subscription period, you will not be refunded any amount paid for the current month of the subscription.
- (2) **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 do not need to give us advance notice to cancel your subscription. You will not be refunded any amount paid for the annual subscription fee.

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 Samsung Pay+ account to a Samsung Pay+ Premium account simply by clicking on the 'Manage Your Subscription' tab 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.

You can also change the payment card your subscription is charged to using the same tab.

If we can't charge your nominated payment card for subscription fees or any other fees you owe us - e.g., if your card has expired or has insufficient funds - you agree that we can take them from any other payment card 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 cards either, you'll need to provide us with a valid payment card 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 by getting in touch with us at support@curve.com and 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 be refunded for any unused services and downgraded to a Samsung Pay+ account. You will be charged a delivery fee for any physical card you requested.

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+ at the time we process the request for a replacement card. We can charge the fee from any of the payment cards linked to your Curve account. We won't charge you to replace a card that has been stolen or misappropriated.

Curve Fronted. Using your Samsung Pay+ (with a debit or credit card as your payment card) 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 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 allows usage of your credit card to fund this type of Samsung Pay+ card transaction.

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

- Your underlying credit card issuer 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 funding card issuer's terms and conditions and any applicable fee schedules to ensure you are fully informed about potential usage restrictions or charges that may apply to your spending.

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:

- signing your Samsung Pay+ as soon as you receive it (if physical card)
- not sharing your security details with anyone (including your Samsung Pay+ PIN, Curve app password or PIN or other security information used to protect your Curve account)
- not letting anyone else use your Samsung Pay+ or Curve app
- keeping your Samsung Pay+ card and card details (physical or digital) safe
- making sure you close down the Curve app when you are not using it
- keeping your mobile phone and your email account secure.

If you think your card is lost or stolen, someone knows your security details or there are transactions on your account you don't recognise, you must:

- immediately lock your Samsung Pay+ in the Curve app;
- let us know ASAP by calling +44(0)2033222585 (lines are open 24/7), by email on support@curve.com or via the Curve app;
- 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 via the 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

Who can you provide access to your account?

Uses. You can use your Samsung Pay+ to make payments or withdraw cash.

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

- enter your PIN

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

When you use your Samsung Pay+ to make a withdrawal from an ATM 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, or
- You don't think we've carried out your instructions correctly

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 funding card at time these become due to be paid by Curve to the merchant, Curve is authorised to collect such funds from any of your other funding cards loaded into the Curve app.

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 funding card), we may place a block on those funds (meaning you can't use them) or charge the amount to your payment card 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 card. We'll make the payment from the payment card you've selected in the Curve App at the time we process the transaction, which may be a different payment card 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.

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, you've failed to provide us with information we've asked for or your account has been blocked for any other legitimate reason, or
- 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 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. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument 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.

What about foreign currency transactions?

In case of withdrawals or purchases using your Samsung Pay+ where the currency of your selected payment card 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 card currency in the Curve app to a different currency than that of the payment card itself then your payment card issuer 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.

Who's responsible for losses on your Samsung Pay+ or Curve account?

When you'll be responsible.

You're responsible for all losses where:

- you've acted fraudulently
- you deliberately failed to keep your device, account details or your Samsung Pay+ and Curve account security details safe

If you don't tell us as soon as you realise that your 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 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
- 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 drop us a line through the Curve app or at support@curve.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 give you reasons why we can't accept your request.

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 and/ or payment processor, would see as an abuse of the payments system;
- to pay for adult entertainment, gambling, money orders (except wire transfers) and travellers cheques from non-financial institutions

- for “cash recycling”, which includes using your Samsung Pay+ to make an ATM withdrawal and using the cash to repay the payment card used for the withdrawal in order to receive rewards on the payment card or your Samsung Pay+. (for other examples of “cash recycling” that are also covered under these terms, see our [Fair Use Policy](#))
- to create one or more Curve account(s) without our permission
- attempt to “double dip” or to do anything during the course of a dispute to receive funds from us and your bank or payment card issuer for the same transaction
- to make transactions which are not allowed by the issuer of your linked payment card e.g. cash advances or transactions for investment purposes. Check your payment card’s Terms to see what’s allowed

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 of your payment cards. We reserve the right to collect the amount of your debt to Curve by using any payments received to your Account. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

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.

Go Back in Time[®]

This allows you to change the payment card 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 may charge a fee for this, which we’re not responsible for.

Curve Flex

Curve Flex allows you to turn past 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.

Smart Rules

Smart Rules is an in-app feature that lets you set up a card 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 wallet 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 funding 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 funding 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.

Depending on your subscription tier, restrictions may apply - please read the Subscription Schedule for further details.

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](#).

Open banking permissions

We may provide you access through the Curve app to a third party AIS and PIS provider (otherwise known as 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).

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.

CLOSING & SUSPENDING ACCOUNTS

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 fraud or where law or regulation requires us to.

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,
- you don't provide us information we've asked for or information you've provided is false or misleading,
- we determine you have breached our Fair Use Policy,
- your behaviour towards us makes it difficult to deal with you (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,
- we're required to by law or regulation,
- you're declared bankrupt,
- we can verify that you have died.

We'll give you at least 2 months' notice if we want to close your account for any other reason, unless we are prohibited by law from doing so.

How can you close your account?

You can cancel your account at any time by emailing us at support@curve.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 will be charged pro rata if you have used any of the Curve services (including receiving a card).

On closing your account, you still need to pay us any fees you owe us or any transactions that have not yet completed. You'll also need to make sure 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 on 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.

COMPLAINTS

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@curve.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](#).

OTHER IMPORTANT LEGAL STUFF

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
- Curve 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

- 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 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. We will not be liable to you in respect of any losses you or any third party may suffer in connection with the use of Curve's service - app, account or Samsung Pay+ as a result of our actions which were not a foreseeable consequence of our actions.

Changes to these Terms

Because these Terms will continue until you or we end them, we may need to change these Terms every now and then. If we make changes that are clearly in your favour, we'll tell you once we've made them. Otherwise, we'll give you 2 months' notice before the change will come into effect - so you can easily end these Terms if you don't agree with the changes.

We may amend these Terms to reflect changes, including:

- to the law or regulatory requirements
- to the way we manage your Curve account as a result of changes in technology and changes to the Curve system that we use
- in the cost of providing your account and other Curve services
- to our existing products and services
- and anything else that we currently can't predict

We'll assume you're happy with the changes unless you tell us otherwise.

We may not be able to give you 2 months' notice before changes take effect if they are due to reasons outside our control. If so, you will always have 2 months from when they take effect to cancel your account free of charge (including when we make a change without notice that is clearly in your favour).

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 and 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.

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).

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.

Your data

By agreeing these Terms, you also agree to us using your information to make and receive payments on your account, and any other lawful grounds that Curve has to use your information. 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 (please refer to our Privacy Policy).

SUBSCRIPTION SCHEDULE

Subscription Fee

To provide you with the benefits and services associated with your Samsung Pay+.

Samsung Pay+ – £0

Samsung Pay+ Premium – £9.99 per month

Delivery Fee

To cover the cost of delivering a physical card that you have requested (you will be issued only a digital card).

Samsung Pay+ – £4.99

Samsung Pay+ Premium – £0

Minimum Term

The minimum period you need to maintain your subscription.

Samsung Pay+ – none.

Samsung Pay+ Premium – 6 months (if you pay monthly) or 12 months (if you pay annually)

Replacement Card Fee

To provide you with a replacement physical Samsung Pay+.

Samsung Pay+ – £4.99

Samsung Pay+ Premium – 1st replacement free, then £5 for each subsequent replacement.

Funding Card Limit

The number of funding payment cards you can add to your Curve wallet.

Samsung Pay+ – unlimited.

Samsung Pay+ Premium – unlimited.

Go Back in Time[®] Restrictions

The number of times you can use Go Back in Time[®] per rolling 30-day period and the length of time after the original transaction was made during which you can use this feature.

Samsung Pay+ – unlimited use on payments up to 30 days old.

Samsung Pay+ Premium – unlimited use on payments up to 90 days old.

Smart Rules Restrictions

The number of Smart Rules you can set in the Curve app.

Samsung Pay+ – unlimited.

Samsung Pay+ Premium – unlimited.

Cancellation Fee within the 14 day cooling off period

To cover the cost of providing your Samsung Pay+, including the cost of making it and posting it to you and providing you with the benefits associated with your card up to the point you cancel it.

Samsung Pay+ – £0 (note: no refunds for any delivery fees paid at the time of signing up will be provided).

Samsung Pay+ Premium – £8 (note: you will receive a prorated refund for any services not used).

Cancellation Fee after the 14 day cooling off period

To cover the cost of providing your Samsung Pay+, including the cost of making it and posting it to you and providing you with the benefits associated with your card up to the point you cancel it.

Samsung Pay+ – £0

Samsung Pay+ Premium – £0

Cash Withdrawal Fee:

To cover the cost of enabling you to withdraw cash from ATMs.

Some ATM providers may impose additional charges.

Samsung Pay+ – First 10 withdrawals per rolling 30 day period are free. Thereafter £0.50 per withdrawal.

Samsung Pay+ Premium – First 10 withdrawals per rolling 30 day period are free. Thereafter £0.50 per withdrawal.

Currency Conversion Fee (for purchases you make Monday to Friday (excl. bank holidays):

To cover enabling you to pay for goods and services in a currency different from the currency of your payment card. 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 card is in. We'll use the latest available exchange rate from our [rate provider](#).

Samsung Pay+ – Fee free currency conversion up to £1,000 per rolling 30-day period. Thereafter, we will charge a currency conversion fee of the greater of 2% over the latest available exchange rate from our [rate provider](#).

Samsung Pay+ Premium – Unlimited fee free currency conversion (subject to a fair use limit up to £15,000 per year). Thereafter, we will charge a currency conversion fee of 2% over the latest available exchange rate from our rate provider.

Currency Conversion Fee (for ATM withdrawals you make Monday-to Friday (excl. UK bank holidays):

To cover enabling you to withdraw cash from an ATM in a currency different from the currency of your payment card. We'll use the latest available exchange rate from our [rate provider](#).

Samsung Pay+ – Fee free currency conversion up to up to £200 per rolling 30-day period. Thereafter, we will charge a currency conversion fee of the greater of 2% or £2 over the the latest available exchange rate from our [rate provider](#).

Samsung Pay+ Premium – Fee free currency conversion up to up to £400 per rolling 30-day period. Thereafter, we will charge a currency conversion fee of the greater of 2% or £2 over the latest available exchange rate from our rate provider

Currency Conversion Fee (for purchases and ATM withdrawals you make over the weekend or UK bank holidays):

To cover the cost of enabling you to make purchases and withdraw cash in a currency different from the currency of your payment card.

In case of withdrawals or purchases over the weekend (Friday 23:59 UTC to Sunday 23:59 UTC) where the currency of the selected underlying payment card is different to the currency of the spend, we take the latest available exchange rate from our [rate provider](#) and apply a surcharge.

Samsung Pay+ – If the currency of the selected payment card and the currency of the transaction are both in GBP, USD or EUR, the rate will be increased by 0.5%. In any other case, that is if either the currency of your transaction or the currency of the selected payment card is any of our other supported currencies, the rate will be increased by up to 1.5%.

Samsung Pay+ Premium – If the currency of the selected payment card and the transaction are both in GBP, USD or EUR, the rate will be increased by 0.5%. In any other case, that is if either the currency of your transaction or the currency of the selected Payment Card is any of our other supported currencies, the rate will be increased by up to 1.5%

Curve Fronted Fee

To cover the cost of enabling you to use a credit card as your payment card to pay merchants who only accept payment by debit card or who impose a charge or deny certain cards. Please note that your credit card issuer may also charge fees.

Samsung Pay+ – 1.5% of the total transaction amount.

Samsung Pay+ Premium – 1.5% of the total transaction amount.

Commercial Funding Card Fee

This is for the service of Curve providing you with the ability to fund payments on a personal Curve card from a commercial card account (a commercial card is a business card issued to a business or a self-employed person which is only used for business expenses). The Commercial Funding Card Fee is not refundable, including where you may raise a chargeback request.

The Commercial Funding Card Fee and Go Back in Time[®]

The Commercial Funding Card Fee is non-refundable if you use Go Back in Time[®] on the transaction to which the fee applied and you move the transaction to a personal funding card. The original transaction amount will also continue to count towards any fee-free limit applicable to this subscription tier.

If you use Go Back in Time[®] and move a transaction to a commercial funding card, the Commercial Funding Card Fee will apply. This includes when a Commercial Funding Card Fee was applied to the original transaction (for example, if you move a transaction with Go Back in Time[®] from a commercial funding card to another commercial funding card, you will incur a Commercial Funding Card Fee on both the original transaction and on the Go Back in Time[®] transaction). If a Commercial Funding Card Fee applies to a transaction that is subsequently moved by the use of Go Back in Time[®], the original transaction amount will also continue to count towards any fee-free limit applicable to this subscription tier.

Samsung Pay+ – fee free limit of £100 per calendar month and then 1.5% of the total transaction amount. We will not charge you a Commercial Funding Card Fee on the first £100 you spend in a calendar month using a commercial card as your funding card. **Any commercial card funded spend in excess of that limit will incur a fee equal to 1.5% of the total transaction amount or of such transaction amount in excess of the limit (as applicable).**

Samsung Pay+ Premium – fee free limit of £1,000 per calendar month and then 1.5% of the total transaction amount. We will not charge you a Commercial Funding Card Fee on the first £1,000 you spend in a calendar month using a commercial card as your funding card. **Any commercial card funded spend in excess of that limit will incur a fee equal to 1.5% of the total transaction amount or of such transaction amount in excess of the limit (as applicable).**

International Funding Fee

To cover the cost of Curve providing you with the ability to fund payments on the Curve card from a payment card issued outside of the United Kingdom or the European Economic Area. **The International Funding Fee is not refundable (including where you may raise a chargeback request).**

The International Funding Fee and Go Back in Time[®]

The International Funding Fee is non-refundable if you use Go Back in Time[®] on the transaction to which the Fee applied and you move the transaction to a funding payment card issued in the UK or EEA.

If you use Go Back in Time[®] and move a transaction to a funding payment card issued outside of the UK or EEA, the International Funding Fee will apply. This includes when an International Funding Fee was applied to the original transaction (for example, if you move a transaction with Go Back in Time[®] from a funding payment card issued outside of the UK or EEA to another funding payment card issued outside of the UK or EEA, you will incur an International Funding Fee on the original transaction and on the Go Back in Time[®] transaction).

Samsung Pay+ – 2.9% of the total transaction amount.

Samsung Pay+ Premium – fee free limit of £1,000 and then 2.5% of the total transaction amount. We will not charge you an International Funding Fee on the first £1,000 you spend per calendar month using a funding card issued outside of the United Kingdom or the European Economic Area. **Any international funded spend in excess of that limit will incur a fee equal to 2.5% of the total transaction amount.**

Credit Card Withdrawal Fee:

Charges for using your credit card as the selected payment card when making cash withdrawals.

Where your selected payment card is a credit card: free up to £200 per calendar month; thereafter 2% of the withdrawal amount. Please note that this is not a limit per credit card, but a cumulative for all credit card withdrawals using your Samsung Pay+ in a calendar month. This fee will be in addition to any of the other fees mentioned above.

Note: Our platform uses third-party systems to identify whether the payment card is a credit card. If you believe your card has been incorrectly defined you should contact us and we may ask you for information so we can investigate.

Samsung Pay+ – Where your selected payment funding card is a credit card, free up to £200 per calendar month; thereafter, 2% of the withdrawal amount.

Samsung Pay+ Premium – Where your selected payment funding card is a credit card, free up to £200 per calendar month; thereafter, 2% of the withdrawal amount.

Crypto Rewards

Choose to earn rewards in a cryptocurrency instead of Curve Cash points. Available tokens for your subscription type will be displayed in the Curve App.

Samsung Pay+ – not available.

Samsung Pay+ Premium – available.

Samsung Pay+ Curve Cashback

See our [Curve Rewards and Curve Cash Scheme Terms](#) for more information.

Priority Support

Priority access to customer support services.

Samsung Pay+ – not available.

Samsung Pay+ Premium – available.

Insurance

Insurance provided by AXA Insurance. Terms and conditions apply. Please check your Curve app for further details.

Samsung Pay+ – not included.

Samsung Pay+ Premium – included as standard.

SCHEDULE 1 – MASTERCARD DIGITAL ENABLEMENT SERVICE TERMS

1. This schedule 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 Schedule 1 have the same meaning as they do in the Terms. If there is any conflict between this Schedule 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 Schedule 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.