Thomas Cook

# EnterpriseFx

## Terms and Conditions

EFX-MC-TC-V02-04.26

**Thomas Cook EnterpriseFx Card**
**Terms and Conditions**

By purchasing the Thomas Cook EnterpriseFx Card, you confirm that you are aged eighteen (18) years or over (or where the cardholder is over twelve (12) but less than eighteen (18) years old, the application form and acknowledgement has also been duly signed on the cardholder's behalf by their parent or legal guardian) and you agree that you understand, accept and shall comply with these Terms and Conditions and the Table of Fees and Limits in the User Guide (together the "Agreement"). This is a copy of the Agreement for you to keep.

## 1 : In these Terms and Conditions:

*Activate and Activation* refers to the activation of the Card to enable you to use the Card or Additional Card;
*Additional Card* means an additional Card that may be purchased by you to use as a backup for security purposes;
*AED* means the lawful currency of the United Arab Emirates;
*Agent or Agent Location* means any party acting under authorization of Thomas Cook (India) Ltd. to sell and/or reload the Thomas Cook EnterpriseFx Card
*ATM* means an automated teller machine on a shared network, at which, amongst other things, the cardholder can use their Card to access, the Card Fund;
*AUD* means the lawful currency of Australia;
*BDT* means the lawful currency of Bangladesh;
*BHD* means the lawful currency of Bahrain;
*CAD* means the lawful currency of Canada;
*Card* means the Thomas Cook EnterpriseFx Card, with ATM and merchant access and functionality, as set out in the Agreement, Including any Additional Card or Replacement Card, issued to you; Card Services means any services, including call center services, provided by us or our third party service provider in connection with the Card;
*Card Fund* means the aggregate sum of all Currency records maintained by us (or by service providers on our behalf) of the funds loaded onto your Card in each Currency and available for transactions;
*CHF* means lawful currency of Switzerland;
*CNY* means lawful currency of China;
*DKK* means lawful currency of Denmark;
*Corporate Programme Letter of Offer* means any written offer made by us and/or our Agent to a corporate customer through email, letter or any means acceptable to both the corporate and us and/or our Agent;
*Currency means,* subject to clause 2.2, any one (1) or more of USD, GBP, EUR, JPY, SGD, AUD, CAD, CHF, AED, THB, SAR, NZD, CNY, SEK, VND, MYR, IDR, DKK, HKD, QAR, NOK, OMR, KWD, BHT, BDT, ZAR, KRW, PHP, & any additional currency that we make available in connection with the card from time to time;
*EUR* means lawful currency of Euro Zone;
*GBP* means lawful currency of Great Britain;
*HKD* means lawful currency of Hong Kong;
*IDR* means lawful currency of Indonesia;
*Inactivity* means any period of non-use of the Card for withdrawals at



ATMs, POS transactions or online transactions;
*JPY* means lawful currency of Japan;
*KRW* means lawful currency of South Korea;
*KWD* means lawful currency of Kuwait;
*MYR* means lawful currency of Malaysia;
*NOK* means lawful currency of Norway;
*NZD* means lawful currency of New Zealand;
*OMR* means lawful currency of Oman;
*PHP* means lawful currency of Philippines;
*QAR* means lawful currency of Qatar;
*SAR* means lawful currency of Saudi Arabia;
*SEK* means lawful currency of Sweden;
*Local Currency* means the currency of the country where a transaction is undertaken;
*Merchant or Merchant Establishments* shall mean establishments, wherever located, which accept / honor the Card as a means of payment;
*My Account* means the Card management application at www.borderlessprepaid.com (or any other internet site we notify to you in replacement), which gives access to information about the Card using the Security Details;
Personal Information has the meaning given in clause 12.2;
*PIN* means a unique Personal Identification Number, allocated to each Card;
*POS* means Point of Sale electronic terminals at Merchant Establishments, capable of processing transactions and at which the cardholder can use the Card to make purchases;
*Purchase Location* means any branch of Thomas Cook (India) Ltd. or store of an Agent of Thomas Cook (India) Ltd. from which you purchased the Card, within India;
*Replacement Card* means any Card provided to you, in accordance with this Agreement, to replace a lost, stolen or inoperative Card;
*Security Details* means some of the information given by you when applying for the Card (or for an Additional Card) or during Activation, or any changes made to this information;
*SGD* means lawful currency of Singapore;
*Table of Fees and Charges* means the table of Fees and Charges set out in the User Guide, and any Fees and Charges updated in accordance with this Agreement;
*THB* means lawful currency of Thailand;
*USD* means lawful currency of United States of America;
*VND* means lawful currency of Vietnam;
*ZAR* means lawful currency of South Africa;
*User Guide* means the document entitled "User Guide", which is attached to these Terms and Conditions;
***we, us, our*** means Thomas Cook (India) Ltd., a company incorporated under the governing laws of the republic of India and registered under the Companies Act 1956 and carrying on Foreign Exchange business in terms of the "Authorized Dealer Category II" license issued by The Reserve Bank of India ("RBI") and having its registered office at Thomas Cook (India) Ltd., Marathon Futurex, A Wing, 11th Floor, N M Joshi Marg, Lower Parel, Mumbai - 400 013 you, your means the purchaser of the Card.

1.1 Any references to 'Card' also include any Additional Card or Replacement Card, where appropriate.

## 2 : The Card

2.1 The Card may be purchased and held by residents of India only. An individual or corporate business can purchase the Thomas Cook EnterpriseFx Card (for use by itself its authorized employees or representatives of the corporate business), subject to any legal and regulatory restrictions and/or requirements in force from time to time.

2.2 The Card can be loaded in any available Currency, viz. USD, GBP, EUR, JPY, SGD, AUD, CAD, CHF, AED, THB, SAR, NZD, CNY, SEK, VND, MYR, IDR, DKK, HKD, QAR, NOK, OMR, KWD, BHT, BDT, ZAR, KRW and PHP. You may only use the card in accordance with the Agreement. The Currencies available in respect of the Card may vary from time to time. Before you make a decision to purchase a Card, please check with the Purchase Location for details of available Currencies. If we introduce a new Currency, you will be deemed to have acknowledged and agreed that, unless otherwise notified to you, the Agreement applies to such new Currency.

2.3 Subject to clause 3.4, you are responsible for determining the amount held on the card and for ensuring you have sufficient funds for all transactions.

2.4 At the time of purchase (or by visiting the Purchase Location after purchase), you may request one (1) Additional Card, which can be used by you, as a backup. The Additional Card is linked to the Card Fund and only you can use it. You may be charged a fee, as set out in the Table of Fees and Limits, for the Additional Card.

2.5 There is no interest payable to you on the balance and the Card Fund does not amount to a deposit with us.

2.6 The issue and use of the Card, in addition to the present Agreement, shall be subject to rules and regulations laid down by RBI, FEMA, MasterCard and Thomas Cook (India) Ltd., from time to time.

2.7 Card loads or reloads will only be credited to the Card Fund, once we, or our Agent, have received cleared funds from you.

## 3 : Using the Card

3.1 There may be a delay of up to twenty-four (24) hours (or as advised by the Purchase Location), before you are able to use the Card.

3.2 Due to FEMA regulations, the Card cannot be used at ATMs or merchants in India, Nepal and Bhutan, or for internet purchases where the website is registered in India, Nepal or Bhutan, or at websites accepting payment in Indian Rupees or the currencies of Nepal and Bhutan.

3.3 Subject to clause 3.2, the Card can be used worldwide wherever you see the MasterCard Acceptance Mark at ATMs and merchants, including shops, restaurants and online, providing there are sufficient funds available on the Card for the transaction, including any applicable fees, subject to any restrictions in the Agreement. Although the MasterCard Acceptance Mark may be displayed, the Card may not operate in some countries, due to restrictions and/or sanctions. Please verify the list of countries with restrictions at www.borderlessprepaid.com.

3.4 Subject to clauses 3.5 and 8.3, the card will be debited with the



amount of each cash withdrawal or transaction and any fee, and these debits will reduce the balance on the card balance. Each transaction will require authorization or validation before completion and we cannot stop a transaction once authorized.

3.5 If there are insufficient funds to pay for a transaction, the Card may be declined or the merchant may allow you to pay the balance by some other means. For the EnterpriseFx Card the transaction will be automatically processed using the other Currencies held on the Card in the following order of priority: USD, GBP, EUR, JPY, SGD, AUD, CAD, CHF, AED, THB, SAR, NZD, CNY, SEK, VND, MYR, IDR, DKK, HKD, QAR, NOK, OMR, KWD, BHT, BDT, ZAR, KRW and PHP. If, following use of the available balances of all Currencies, there are still insufficient funds to pay for a transaction, the Card may be declined or the merchant may allow you to pay the balance by some other means. If we change the Currencies available to you in connection with the Card, we will notify you of the new order of priority for the purposes of the Agreement, directly and/or through www.borderlessprepaid.com.

3.6 It is not recommended to use the Card as: (i) a guarantee of payment, for example as a deposit with hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend; or as (ii) an arrangement for periodic billing, as any debits to the Card as a result of such arrangements will be considered to have been authorized by you.

3.7 The Card is only for your use and expires on the date on the front of the Card. Upon expiry you will not be able to use the Card. Please contact Card Services for a new Card. Thomas Cook (India) Ltd. and/or its affiliates assume no responsibility of informing you of the expiry of your Card. Upon expiry you will still be able to obtain a refund of the balance in accordance with the Agreement, or you may choose to transfer the remaining funds to a new Card. You may be charged for this service. Claims for any funds balance on the Card that has not been cashed out within ninety (90) days from the date of expiry of the Card will not be entertained by us.

3.8 If the Card is lost or stolen while you are traveling, you may contact Card Services to request a new Card ("Replacement Card"), subject to any applicable fee. If you are in your home country and require a Replacement Card because your Card has been lost or stolen, you need to visit your Purchase Location. Your Purchase Location can also provide a Replacement Card in the event your Card is due to expire. You must make this request to your Purchase Location on or before the expiry of the Agreement and the balance of the Card will be transferred to the Replacement Card.

3.9 You agree not to use the Card for money transfers, accessing or purchasing goods from adult or gambling locations or internet sites, or for any unlawful activity and hereby indemnify Thomas Cook (India) Ltd. against any loss or damage caused by unauthorised usage of the Card, including any penal action arising there from, on account of any violation of RBI guidelines or rules, framed under the Foreign Exchange Management Act (1999), any laws being in force in India or the country of use, notwithstanding the termination of the Agreement. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. We reserve the right to suspend the Card, terminate the Agreement and exercise any other remedies available to us due to

your failure to comply with any part of this provision.

3.10 The Card can only be used if it has a positive balance. If a shortfall arises, following any transaction authorised by you, the resulting debit balance immediately becomes a debt, payable by you to us and we retain the right to recover this debt from you. When we convert the Shortfall into the relevant Currency, the exchange rate used will be the rate determined by us on the given day we process the transaction. If, notwithstanding any such deduction, a Shortfall remains, the resulting debit balance immediately becomes a debt payable by you to us and you agree to reload the Card Fund to bring the balance back to zero (0) or above, within thirty (30) days of request.

3.11 Purchases abroad, which may be considered investments or imports. (which as such, are subject to specific regulations), are not permitted.

3.12 Any usage of the Card inconsistent or in contravention with the usage described in the Agreement is not permitted.

3.13 If you are entitled to a refund for goods or services purchased using the Card, or another credit for any other reason, this will be made to the Card, as and when it is received from the merchant, in the applicable Currency. Thomas Cook (India) Ltd. accepts no responsibility and or liability for any delay caused in this regard, for any reason whatsoever.

3.14 Your Card can be reloaded during the period of the Card validity, within the limits set out in the Table of Fees and Limits. Reloads will also be subject to any restrictions imposed by legal or regulatory requirements in place from time to time. Where your Card has been issued to you at the request of your employer for business related travel, you agree that the authorized employer nominated on the application form can reload additional funds at any time, within the above restrictions.

## 4 : Keeping your Card and PIN secure

4.1 You must sign the back of the Card as soon as you receive it.

4.2 You must do all that you reasonably can to keep the Card safe and the PIN and other Security Details secret and safe from misappropriation by any third party at all times. Thomas Cook (India) Ltd. will have no liability to you for any losses you may suffer as a result of your Card getting damaged.

4.3 You must never allow anyone else to use the Card, PIN or other security information.

4.4 You must never write down the PIN or any other security information together with the Card.

4.5 We will never ask you to reveal any PIN.

4.6 The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact Card Services. There may be a twenty-four (24) hour delay in reactivating your PIN for ATM use.

You may not be able to reactivate the PIN for use at merchants.
You will subsequently be required to sign for any transactions at



merchants, provided that this is supported by and acceptable to the merchant.

4.7 You must call Card Services immediately, and without undue delay, if you lose the Card, believe it could be misused or you suspect that someone else may know the PIN or any other Security Details. We will suspend the Card to prevent further use. If a lost Card is subsequently found, it must not be used unless Card Services confirm it may be used.

4.8 You will be required to confirm details of any loss, theft or misuse to Card Services in writing and you must assist us and the police in any enquiries.

4.9 We may suspend the Card, with or without notice, if we think the Card has been or is likely to be misused, if you have breached the Agreement or if we suspect any illegal use of the Card. If we do suspend the Card, we will inform you of our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.

4.10 You must memorise the PIN. You can change the PIN issued with each card. For security purposes, you should not keep the PIN written anywhere near the Card. If you forget the PIN, you can obtain a PIN reminder by calling Card Services and answering the security questions based on the information you supplied on your application.

## 5 : Liability for unauthorised transactions

5.1 Our and/or our third party service providers' records of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

5.2 We bear no liability for any unauthorised use of the Card. It is your responsibility to ensure that knowledge of the PIN is not disclosed to anyone else and to maintain the safe custody of the PIN and the Card at all times.

5.3 If you notice an error in any Card transaction or a Card transaction that you do not recognise, you must notify Card Services immediately and in any event within two (2) days of the transaction debit date. We will request that you provide additional written information concerning any such Card transaction and you must comply with such request. We recommend that you check your transaction history and balance at least once a month. We recommend you immediately, without delay block the card.

5.4 You will be liable for all losses in respect of the Card if you have (i) acted fraudulently; (ii) failed to use the Card in accordance with the Agreement; (iii) have failed to notify Card Services without undue delay on becoming aware of the loss, theft or misuse of the Card, and in any event within two (2) days of the transaction; or (iv) have failed to take all reasonable steps to keep the Card's security features safe.

5.5 We are not liable for any fraudulent or unauthorised use of your Card. If you ask us to investigate a transaction and our investigations conclude that the transaction you have disputed has been authorised by you or on your behalf, or you have acted fraudulently, we may charge you an investigation administration fee of up to US$80 (or Currency equivalent).

## 6 : Fees and Charges

6.1 Fees and Charges apply to the Card, as indicated in the Table of Fees and Charges The fees we charge are subject to change from time to time, in accordance with the Agreement. You will be notified of any change in the applicable fees. For business travellers purchasing a Card within a corporate programme, standard fees apply as per the Table of Fees and Charges, unless a Corporate Programme Letter of Offer, stating any fee variations, has been provided to the nominated employer.

6.2 You agree to pay and authorise us to debit the Card Fund for the fees set out in the Table of Fees and Charges. These fees may be debited from the Card Fund as soon as they are incurred. All fees will be debited in the Local Currency. If there are insufficient funds within this Currency to pay such fees, or the Local Currency is not a Currency available on the Card, then we will automatically deduct funds from USD or other Currencies, in the following order of priority USD, GBP, EUR, JPY, SGD, AUD, CAD, CHF, AED, THB, SAR, NZD, CNY, SEK, VND, MYR, IDR, DKK, HKD, QAR, NOK, OMR, KWD, BHT, BDT, ZAR, KRW and PHP and any such deductions of funds may be subject to a fee (refer to the Table of Fees & Charges).

6.3 From time to time, we may limit the amount you can load on the Card, or the amount you can withdraw from ATMs or spend at merchants over certain time periods. Some merchants and ATM operators also impose their own limits on the amount that can be spent or withdrawn over a specific time period.

6.4 Certain ATM operators or merchants may charge a(n) (additional) transaction fee if the Card is used to make a withdrawal or to purchase goods and/or services. The fee is determined and charged by the ATM operator or merchant and is not retained by us.

6.5 For details on the fees and limits that apply to the Card, please refer to the Table of Fees and Charges, or visit www.borderlessprepaid.com

## 7 : Card Fund

7.1 Until the expiry of the Card or termination of the Agreement, you can add funds to the card through the Purchase Location (who will advise you of the acceptable methods of payment) or through other methods made available from time to time, which are set out at www.borderlessprepaid.com , subject to certain limits and subject to a fee (refer to the Table of Fees and Charges).

7.2 You may also be able to make a balance enquiry at some ATMs, although availability is dependent on the country and the ATM used. There will be a fee payable for balance enquiries.

7.3 If an ATM displays a balance for the Card Fund, then this may be displayed in USD or in a different currency, in which case the exchange rate applied may be different to ours and discrepancies can arise. An accurate balance for each Currency can be obtained through Card Services or through www.borderlessprepaid.com.

7.4 Information sent over the internet may not be completely secure and the internet and the online systems are not controlled or owned by us, or our third party service provider. Therefore, neither we, nor our third party service provider, can guarantee that they will function at all



times and we, and our third party service provider, accept no liability for unavailability or interruption, or for the interception or loss of Personal Information or other data.

7.5 Your Card Fund will be held securely in a Trust account with a reputed overseas bank.

7.6 Claims for any funds balance on the Card that has not been cashed out within ninety (90) days from the date of expiry of the Card will not be entertained by us.

## 8 : Foreign Currency Transactions

8.1 There are five (5) instances where a foreign exchange rate will apply:
i) initial load(s) or in-branch reload(s), where you load funds in a foreign Currency;
ii) POS transactions, where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 3.5 due to insufficient funds);
iii) ATM withdrawals where the Local Currency is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 3.5 due to insufficient funds);
iv) where we allocate funds from one Currency to a different Currency, in accordance with the Agreement; and
v) where you end the Agreement or request repayment of the balance of the Card, under clause 9.

8.2 The foreign exchange rate used for initial loads and in-branch reloads varies by Purchase Location. You can ask the Purchase Location for the exchange rate beforehand. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

8.3 If an ATM withdrawal, a POS transaction or an online transaction is made in a currency which is different to any of the available Currencies on the Card, or exceeds the relevant available Currency balance on the card, the amount will be funded by converting the transaction amount into the next available Currency balance of the card in the following order of priority: USD, GBP, EUR, JPY, SGD, AUD, CAD, CHF, AED, THB, SAR, NZD, CNY, SEK, VND, MYR, IDR, DKK, HKD, QAR, NOK, OMR, KWD, BHT, BDT, ZAR, KRW and PHP. The foreign exchange rate used is the rate determined by MasterCard® to be the wholesale rate or the government mandated rate in effect on the day the transaction is processed by MasterCard, plus the Currency Conversion fee (see Table of Fees and Charges).

8.4 Where you end the Agreement, or request repayment of the Card Fund under clause 9, these funds will be converted into Local Currency (Indian Rupees). The foreign exchange rate used for this is set and determined by the Purchase Location and varies each day. A fee may be charged by the Purchase Location for this service, in addition to the fee specified in the Table of Fees and Limits. Please check with the Purchase Location. You can also contact the Purchase Location for more information on the applicable exchange rate.

## 9 : Redeeming Unspent Funds

9.1 You may redeem the unspent Card Fund through the Purchase Location. Payment will be in Indian Rupees and the exchange rate will be determined by the Purchase Location. A fee may be charged by the Purchase Location for this service, in addition to the fee specified in the

Table of Fees and Charges. Please check with the Purchase Location. Where your Card has been issued to you at the request of your employer for business related travel, you agree that the authorised employer nominated on the application form can redeem any unspent funds.

9.2 In accordance with applicable FEMA regulations, as amended from time to time, any unspent foreign exchange on the Card is required to be redeemed/surrendered within 180 days of your return to India. You may retain foreign exchange up to USD 2,000 (or its equivalent) for future use, subject to applicable regulatory requirements.

## 10 : Ending the Agreement

10.1 Subject to clause 10.6, the Agreement shall terminate in the event of: (i) the later of either the expiry of the Card or the expiry of the Additional Card, or; (ii) an event occurring under clause 10.2, 10.3, or 10.4.

10.2 Subject to clause 10.4, we may end the Agreement at any time by giving you at least thirty (30) days' written notice by letter or email sent to the address you have provided to us.

10.3 You may end the Agreement at any time by writing to or emailing Card Services.

10.4 We may ask for the return of the Card and end the Agreement, with or without notice, if you materially breach any of these Terms and Conditions.

10.5 Upon ending the Agreement in accordance with this clause 10, you will no longer be able to use the Card. The ending of the Agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 9 and subject to clause 7.6.

10.6 For the purposes of clause 10.1(i), the expiry of the Card shall mean the expiry of the initial Card issued to you under the Agreement (excluding any Replacement Card). In the event the initial Card expires and you have an active Additional Card, you may request a new Card and Additional Card. Please visit www.borderlessprepaid.com for a reminder of your expiry date.

10.7 Thomas Cook (India) Ltd. assumes no responsibility whatsoever of any losses you, or any third party, may suffer in connection with the termination of the Agreement arising out of the events mentioned in clause 10.1.

## 11 : Changing the Terms

11.1 We have the right to amend the Agreement and will notify you of any such changes by email or in writing. The latest version of the Agreement shall be available on www.borderlessprepaid.com

11.2 We may amend the Agreement without notice, in order to comply with local laws and regulations.

11.3 If you are dissatisfied with any change, you can end the Agreement by contacting Card Services within thirty (30) days of such change taking effect.

## 12 : Personal Data



12.1 We may contact you by telephone, letter, SMS or email at the contact details you provide us. You must let Card Services know immediately if you change your name, address, phone number or email address.

12.2 By purchasing the Card and using it, you consent to us and our service providers processing the information we collect from you ("Personal Information"), when we provide you with the Card Services, under the Agreement.

12.3 Your Personal Information may be disclosed by us and/or our service provider to third parties to enable us to provide the Card Services and for data analysis (including market research), anti-money laundering, detection of crime, legal compliance, enforcement and fraud prevention purposes.

12.4 Your Personal Information may be processed outside of the country of purchase, but all service providers are required to have adequate safeguards in place to protect your Personal Information.

12.5 You agree that we, and/or our third party service provider, may contact you about other products and services provided by us and our affiliates. If you no longer wish to receive this information, please contact Card Services.

12.6 You can contact Card Services for a copy of the Personal Information we hold about you. A fee may be charged for this service.

12.7 To aid us in the provision of the Card Services and improve our service, telephone calls may be recorded and/or monitored.

12.8 You may withdraw your consent to our use or processing of your Personal Information, as long as: (a) you give us at least thirty (30) days' written notice; (b) we reasonably believe there are no legal requirements for the use of your Personal Information; and (c) withdrawing your consent does not result in our inability to fulfill our obligations to you under the Agreement. In order to provide our services to you, however, there is certain information we will require and if you choose to withdraw your consent to the use of that information, the Card Services may not be available and you will not be able to use the Card.

## 13 : Liability

13.1 We will not be liable to you in respect of any losses you, or any third party, may suffer in connection with the Card, arising directly or indirectly out of any mis-statement, mis-representation, error or omission in any details disclosed by us and/or our suppliers.

13.2 In no event will we be liable for consequential or indirect damages (including lost profits), extraordinary damages, or special or punitive damages.

13.3 We are not responsible for: (i) ensuring that ATMs and POS terminals will accept the Card; or (ii) any loss or inconvenience caused by local regulations or because of the lack of uniformity in local regulations or facilities available at ATMs and POS terminals and/or fees or charges levied directly by any ATM and/or POS terminal operators; or (iii) any merchant error in processing a transaction.

We will not be liable to you for any non-acceptance of the Card, for disputes, including but not limited to, the quality of goods or services purchased on the Card or any additional fees charged by the operators of ATMs and/or POS terminals.

13.4 You agree to pay us for any losses, damages, claims or expenses (including reasonable attorney fees) we incur due to your failure to comply with the Agreement.

13.5 Except as otherwise set out in the Agreement, any liability we have to you is equal to the balance on the Card at any given time.

## 14 : Law, Jurisdiction and Language

14.1 The Agreement and any disputes, which arise under it, shall be governed by Indian law and subject to the non-exclusive jurisdiction of the courts of Mumbai.

14.2 We will communicate with you in English and the Agreement is available in English only.

## 15 : Third Party Rights

Except for any party referred to in clause 16, nothing in the Agreement gives any third party any benefit or right (including any enforcement right).

## 16 : Transferring our Rights

We may assign any of our rights and obligations under the Agreement, without your prior consent, to any third party, subject to such party continuing the obligations in the Agreement to you.

## 17 : Contact Details

17.1 If you have any queries regarding the Card, please email travelcards@thomascook.in or visit www.borderlessprepaid.com

17.2 1f you have any further queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require information about your Personal Information, please contact Card Services.

17.3 We can be contacted using the details in the 'Contact details' section in the User Guide or by writing to Card Services, Thomas Cook (India) Ltd., Marathon Futurex, A Wing, 11th Floor, N M Joshi Marg, Lower Parel, Mumbai 400 013.

17.4 Any notice sent by either party under the Agreement shall be through email or registered post. Notices sent by email shall be deemed given on the day the email is sent, unless the sending party received an electronic indication that the email was not delivered; and if by registered post, shall be deemed given ten (10) business days after the date of posting.

17.5 We will try to resolve any problems as quickly as possible and in accordance with the complaints procedure, which can be found on www.borderlessprepaid.com or is available on request.

For all your Thomas Cook EnterpriseFx Card needs, visit www.borderlessprepaid.com (Thomas Cook)



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**Fees and Charges**

| Currency | ATM Cash Post Free Withdrawal | Balance Enquiry Fee |
|---|---|---|
| US Dollar | USD 2.00 | USD 0.50 |
| British Pound | GBP 1.50 | GBP 0.50 |
| Euro | EUR 1.50 | EUR 0.50 |
| Japanese Yen | JPY 250.00 | JPY 60.00 |
| Singapore Dollar | SGD 3.25 | SGD 0.75 |
| Australian Dollar | AUD 2.50 | AUD 0.50 |
| Canadian Dollar | CAD 2.50 | CAD 0.50 |
| Swiss Franc | CHF 2.50 | CHF 0.60 |
| UAE Dirham | AED 7.00 | AED 1.00 |
| Thai Baht | THB 80.00 | THB 25.00 |
| Saudi Riyal | SAR 7.50 | SAR 2.00 |
| New Zealand Dollar | NZD 3.50 | NZD 1.00 |
| Chinese Yuan | CNY 15.00 | CNY 4.00 |
| Swedish Krona | SEK 19.00 | SEK 5.00 |
| Vietnamese Dong | VND 66,000.00 | VND 14,000.00 |
| Malaysian Ringgit | MYR 11.00 | MYR 2.50 |
| Indonesian Rupiah | IDR 34,000.00 | IDR 10,000.00 |
| Danish Krone | DKK 13.00 | DKK 3.50 |
| Hong Kong Dollar | HKD 15.60 | HKD 3.90 |
| Qatari Riyal | QAR 7.30 | QAR 1.85 |
| Norwegian Krone | NOK 21.00 | NOK 5.00 |
| Omani Riyal | OMR 0.77 | OMR 0.20 |
| Kuwaiti Dinar | KWD 0.62 | KWD 0.16 |
| Bahraini Dinar | BHD 0.76 | BHD 0.20 |
| Bangladeshi Taka | BDT 245.00 | BDT 0.61 |
| South African Rand | ZAR 35.00 | ZAR 09.00 |
| South Korean Won | KRW 2,900.00 | KRW 750.00 |
| Philippine Peso | PHP 120.00 | PHP 30.00 |

One free ATM Cash Withdrawal every month.
*Taxes applicable from time to time, shall be levied on all fees.
Cash over the counter — 1.75%.
Cross Conversion Fee (Corporate Fx) - 3.50%* or as mentioned in corporate agreement.