

Terms and conditions

Gift Card Terms and Conditions

1. INFORMATION ABOUT OUR ACTIVITIES AND THIS AGREEMENT

1.1. These 'Terms and Conditions' refer to the Shopping Center Gift Cards provided by EML Payments (EU) Limited and distributed by PTA Payment Solutions S.r.l. In this document, by the terms "you" and/or "your" we refer to the purchaser or recipient of the Gift Card who is authorized to use the provided card.

1.2. Customer service for Gift Cards is provided by PTA PAYMENT SOLUTIONS S.r.l Via G. Verdi, 12 - 24121 Bergamo, Italy, as indicated in Section 13 below.

1.3. This document enshrines the rules between us and you governing the possession and use of the Gift Card. The agreement will last for 12 months, beginning on the date the Gift Card was purchased. This agreement and all communications between us and you will be available in English or Italian.

2. GIFT CARD

2.1. The Gift Card is a prepaid payment card that can be used to pay for goods and services within a limited network of stores within the Shopping Center whose name appears on the Gift Card. The Gift Card may not be used at outlets outside that network and the Shopping Center whose name appears on the Gift Card. The card is not set up to be used for mail order, telephone, or Internet transactions. Like any payment card, we cannot guarantee that a particular store will accept the card-please check with the retailer before attempting the transaction. Please also monitor your available balance and report it to individual store operators at the time of use.

2.2. The Gift Card is not covered by the 2009 Payment Services Rules or the 2011 Electronic Payment Rules. The purchase of the Gift Card is the purchase of a means of payment, not a deposit. No interest is earned on the amount available on the card.

2.3. The Card and the available balance are valid for a period of 12 months from the date of purchase (or from the date you make payment for the card, in the case of an Internet purchase). The Gift Card will cease to be valid 12 months after the date of purchase or when the balance ends. After that date, the card will no longer be valid.

2.4. If the Gift Card was purchased at the Shopping Center Infopoint, the maximum value with which it can be loaded is €1,000.00. The Gift Card in this way is already active and usable one hour after purchase.

2.5 If the Gift Card was purchased at the InfoPADs in the Shopping Center, the maximum value with which it can be charged is €400.00. The Gift Card in this way is issued already active and usable one hour after purchase.

2.6. If the Gift Card was purchased on the website of the Shopping Center with the Click & Collect option, the maximum value that can be loaded on the card is € 400.00. In this case, the customer must go to the Shopping Center Infopoint with the Click & Collect codes and collect the Gift Card which will already be active and spendable in the stores of the Shopping Center, one hour after the collection.

2.7. If the Gift Card was purchased on the website of the Shopping Center with the option "Delivery by mail" the maximum value that can be loaded on the card is € 1,000.00. In this case, the Customer will receive at the indicated address the Gift Card that must be activated with the code that the Customer will have received by e-mail. The Customer will have to go to the site of the Reference Center

in the gift Card/Activate section, enter the code received, and the card will then be activated and immediately usable for purchases at the stores in the relevant Shopping Center.

2.8. If the Gift Card was purchased on welfare/incentive portals or from companies, the customer will have received a code via email. The customer will have to go with the code to the Shopping Center for which he/she purchased the Gift Card, go to the Infopoint - if there is one - hand over the code and pick up his/her card active and ready for use, or go to the Infopads located in the Center's gallery and enter the code in the "pick up your Gift Card" section and thus receive the Gift Card active and immediately usable for purchases.

2.9. Additional funds cannot be loaded onto the Gift Card after the initial purchase, except if a store refunds a transaction on the card. You must wait a few days for a refund; please see section 12.4 for more details.

2.10. Two or more Gift Cards in your possession for the same shopping center can be combined into one. To do this, please contact the Infopoint of the relevant shopping center or in absence contact the toll-free number 800 786 913. This procedure is an operation subject to an administrative fee of € 1.00 for the first two cards, and an additional fee of € 0.20 for each additional card. This cost may be deducted from the available balance on the cards.

3. REQUEST FOR IDENTIFICATION WHEN PURCHASING THE GIFT CARD

3.1. Before issuing the Gift Card, you may be required to have your identity checked. This information is necessary for prevention from fraud and against money laundering. In addition, this information can help us if your card is lost or stolen. We retain this information only as long as it is necessary and for the purposes described. Please see section 15 for more information.

3.2. Upon failure to find proof verifying your identity or the absence of sufficient proof, we reserve the right not to issue the Gift Card. Our decision is final and we are not obligated to provide reasons for our refusal in issuing the Gift Card.

3.3. When you place your Gift Card order via the Internet, some electronic identity checks may be conducted to verify your identity. When we perform these checks, your personal information may be disclosed to Credit Reference Institutions and fraud prevention agencies. These agencies may keep a record of the information

and leave a comment on your credit report and creditworthiness. The comment itself will specify that the search conducted, was not brought forward for a creditworthiness check nor to support a credit application. It is solely an identity check, and will therefore have no negative effect on your creditworthiness.

3.4. The purchase or use of the Gift Card indicates your consent to perform the checks provided on this document.

4. COSTS AND EXPENSES.

4.1. The following administrative costs and fees are applied to the Gift Card:

Description of administrative expenses	Administrative costs
Activation costs - for activation of the Gift Card so that it is immediately usable.	Some shopping centers charge a fee for Gift Card activation. Information regarding these fees is provided directly by the shopping center.
Administrative fees - to complete the process of reactivating the balance of the Gift Card or e-voucher after its expiration.	€ 9,95
Administrative fees - for issuing a new Gift Card or replacing a lost, stolen or damaged Gift Card.	€ 5,95
Administrative fees - for the procedure of merging the balance of two or more Gift Cards into one. PLEASE NOTE: Merging service is only available in some circumstances; please refer to 2.10 for more information.	€ 1.00 for joining the balance of the first two Gift Cards and € 0.20 for any subsequent Gift Cards you wish to join.

Depending on the nature of the request submitted, these costs can be deducted directly from the balance on the Gift Card. Alternatively, the same costs can be paid separately.

5. HOW TO USE THE GIFT CARD

5.1. The Gift Card can be used by the purchaser of the Card or can be given as a gift to another person.

5.2. We reserve the right to assume that a transaction has been authorized by you where the magnetic stripe of the card has been swiped by the merchant, where there is a signed receipt, or where information has been provided to the merchant that allows him or her to proceed with the transaction. We normally receive notification of your authorization through an electronic message in line with the rules and procedures of the payment system network.

5.3. At the time the instructions to proceed with the transaction are received, the transaction can no longer be stopped or revoked. Please see Section 12 of this document for more information. We will deduct the transaction amount in euros from the available balance on the Gift Card. The service provider, or the merchant who accepted your card for payment, will normally receive payment within 5 business days.

5.4. The Gift Card can be used for full or partial payment of purchases. In the case of partial payment, the person using the Gift Card must pay the difference by an alternative means, for example, cash or debit or credit card. We ask that you always notify the individual store operator before making a purchase in the former mode, as it is at the discretion of the individual store to choose the payment method.

5.5. If the Gift Card is used for a transaction with a currency other than euro, the transaction will be converted to euro at the rate set by the payment scheme network. The exchange rate varies throughout the day and is not set by us, so we are not responsible for and cannot guarantee that you will receive a favorable exchange rate. You can inquire about the exchange rate used after the transaction has been completed by contacting Customer Service.

5.6. Normally we will be able to support transactions 24 hours a day, 365 days a year. However, we cannot guarantee that this will always be possible due to - but not limited to - a serious technical problem and other causes beyond our control.

6. RESTRICTIONS ON THE USE OF THE GIFT CARD

6.1. The Gift Card can only be used for payment within a limited network of stores in the Shopping Center. You may not use or attempt to use the Gift Card outside the network of that Shopping Center.

6.2. The Gift Card cannot be reloaded further after purchase.

6.3. The Gift Card cannot be used to withdraw cash at ATMs or banks. The Card is not designed to be used for mail order, Internet, or other transactions other than 'face-to-face'.

6.4. The Gift Card is not linked to a bank account and is not a collateral card, nor is it a debit or credit card, nor can it generate interest on the available balance, just as they cannot be used as proof of identity.

6.5. The Gift Card cannot be used for regular pre-authorized payments, gambling or illegal purposes.

6.6. The Center's Gift Card is not redeemable for the purchase of another Gift Card from either the Shopping Center or a store in the Shopping Center. The Center's Gift Card is not redeemable for the purchase of any type of voucher (by way of example, but not limited to: amazon vouchers, Netflix vouchers, phone top-up vouchers, etc.).

6.7. Use of the Gift Card may be restricted without notice if suspicious, fraudulent, or illegal activities are identified, or if we believe that these 'Terms and Conditions' have not been complied with, or in case of exceptional circumstances that prohibit the normal operation of the card.

7. GIFT CARD ACCOUNT MANAGEMENT

7.1. The available balance on the Gift Card will be deducted with each payment that is made using the card. When you have used the card to pay for goods or services, the value of the transaction, plus any fees or charges, will be paid to the retailer or service provider through the payment system network.

7.2. In case the payment exceeds the value of the amount available on the Gift Card, the transaction will be declined. If you are aware of the balance on your Gift Card, a partial payment can be made using this amount, and then the difference can be paid separately by alternative means, such as cash or a different card. Not all merchants accept this system, please seek confirmation from the individual store operator before attempting to make a partial payment.

7.3. You can check the available balance on your Gift Card or view its statement through the website of the relevant Shopping Center in the Gift Card section,

by scanning the QR Code on the back of the Gift Card in your possession, or by calling Customer Service at 800 786 913 (please check the cost of the call with your telephone provider).

8. GIFT CARD EXPIRATION AND RIGHT TO REFUND

8.1. Your Gift Card will cease to be valid after 12 months of the date of purchase. This date is referred to as the "expiration date." On that date, the Card will cease to function. The available balance on the Card (if any) on the expiration date will be retained by us; therefore, please use the total amount on the Card before its expiration date. Any funds withheld will be used for the administration of the Gift Card program.

8.2. For a period of 90 days from the expiration date, you will be entitled to reactivation for an additional 3 months of the same Gift Card by incurring an administrative fee of €9.95. We may ask you to provide identification proof to confirm ownership of the Gift Card before reactivation, including but not limited to requesting your purchase receipt and/or the your ID card.

8.3. If you have any questions about the expiration date of the card, you can contact Customer Service at 800 786 913 or write to support@ptapayment.com

9. RIGHT OF WITHDRAWAL AND REFUND PROCEDURE

9.1. Only the person who purchased the Gift Card may request a refund, a refund, however, subject to proof certifying the identity of the person who made the purchase, presentation of the original sales receipt, and return of the Gift Card. Any refund will be made by returning the funds to the original source of purchase of the Gift Card; for example, if the Gift Card was purchased with a credit card, the funds will be returned to the same card of credit, if the purchase was made with cash at the Mall Infopoint cash will be returned. Sufficient evidence on the purchase will be required before a refund will be authorized.

9.2. The Card purchaser is entitled to a 14-day period to withdraw from this agreement. Should you wish to cancel the Gift Card, please return it unused and with the receipt original tax within 14 days of purchase at the Infopoint of the relevant shopping center if there is one, otherwise by calling Customer Service at 800 786 913 or writing at: support@ptapayment.com

10. KEEP THE DATA AND YOUR GIFT CARD SAFE

10.1. You must keep your Gift Card and the data on it safe. This means that you should take all reasonable steps to prevent its loss, theft or misuse of the card. You should make sure that the merchant or service provider is genuine and has taken appropriate measures to safeguard your information before proceeding with the transaction.

11. LOSS, THEFT OR DAMAGE OF THE GIFT CARD

11.1. If you lose your Gift Card or if it is stolen or damaged please notify PTA PAYMENT SOLUTIONS S.r.l immediately by calling Customer Service at 800 786 913 in accordance with paragraph 13 of this Agreement. You will be asked to provide your Gift Card number and other information to verify that you are the authorized cardholder. Upon satisfactory completion of the verification process, PTA PAYMENT SOLUTIONS S.r.l will immediately block any lost or stolen Gift Card to prevent its unauthorized use and to cancel any damaged Gift Card.

11.2. If we believe that you have acted fraudulently or have intentionally or with gross negligence failed to preserve your card, you will be held liable for all transactions. We may limit your liability to a maximum of €50 for each Gift Card lost or stolen before you notify our Customer Service Department of the theft or loss; however, it is important that you contact us as soon as possible in the event that this happens. If we believe that you have delayed in notifying us or acted negligently, you may be held liable for the full amount.

11.3. After you notify us of the loss, theft or damage of the Gift Card we will proceed to the appropriate checks and if all security checks are met, you will be able to obtain a replacement Gift Card, according to the instructions provided by our Customer Service Department. The amount of €5.95 will be

deducted from your remaining balance as the cost of cancelling and replacing the Gift Card. Replacement Gift Cards can only be withdrawn until the expiration date of the original card (as detailed in Section 8.1) and will have the same characteristics as the original Gift Card. The right of withdrawal described in Section 9.2 does not apply to replacement cards.

11.4 Lost, stolen or damaged Gift Cards can only be replaced as described above. If EML Payments (EU) Limited is no longer the Gift Card supplier for that Merchant Center, you will not be able to obtain a replacement Card. Our Customer Service Department will make every effort to replace the Gift Card with an equivalent product from another Merchant Center in the EML Payments (EU) Limited portfolio.

12. SHOPKEEPER PURCHASES AND TRANSACTION DISPUTES

12.1. We are not responsible for the safety, legitimacy, quality or any other aspect of the goods and services purchased with the Gift Card.

12.2. If you feel that you have not authorized a particular transaction, or if you have any dispute about the goods or services purchased, you should contact Customer Service by calling 800 786 913.

12.2.1. If you identify a transaction that you believe was not authorized by you or was executed incorrectly, you must inform us promptly and in any event, no more than 13 months from the date of the transaction. If we believe that you have failed to inform us promptly, we will not be able to help you with such a dispute.

12.2.2. Should we believe that you have acted fraudulently or with gross negligence based on the evidence then available to us, we will investigate the circumstances of the case, and may refuse to return the value of an unauthorized or wrongly executed transaction until we have completed our investigation and are convinced that you are entitled to compensation.

12.2.3. If you have promptly notified us of a transaction that was unauthorized or incorrectly executed and you have not acted fraudulently or with gross negligence, we will have the Gift Card reinstated as if the unauthorized or incorrectly executed transaction had never occurred.

12.3. In some cases a transaction may be initiated but not completed. If this happens, it may be the case that the transaction amount is deducted from the available balance on the Gift Card and is therefore not available for use-this is referred to as a "suspended" or "blocked" authorization. In such cases, you must contact our Customer Service Department and present relevant evidence to prove that the transaction has been cancelled or refunded; in the absence of sufficient evidence, we reserve a waiting period of 5 business days before reloading the blocked amount to your card.

12.4. In cases where a retailer grants a refund for any reason (for example, if you return goods as defective), please allow 5 to 10 business days from the date of the refund for the refunded amount to be available on your Gift Card.

13. CUSTOMER SERVICE

13.1. All telephone inquiries regarding the Gift Card should be made to Customer Service at 800 786 913 or by writing to support@ptapayment.com. Customer Service is available from 9 a.m. to 9 p.m. Monday through Sunday. During these hours Customer Service will make every effort to resolve inquiries immediately, but some inquiries can only be answered during office hours.

13.2. Customer Service office hours are Monday through Friday, 09:00 to 18:00. Correspondence received after the close of business on a given day will be considered to have arrived at the beginning of the next business day.

13.3. For any Gift Card-related complaint you must, in the first instance, contact Customer Service using the contact details above, stating and explaining the reason for your dissatisfaction. Customer Service will record your complaint and investigate in accordance with the internal complaints procedure: once the investigation has been carried out it will send a final response of the complaint in writing.

14. LIMITATION OF LIABILITY

14.1. None of the organizations described in 1.2, 1.3 and 1.4 will be responsible for any:
- Loss that was not foreseeable at the time the Gift Card was purchased;

- Loss that was not caused by a breach of the parties (each acting individually);
- Business losses and/or losses of non-consumers.

In any case, the liability of the organizations described in Sections 1.2, 1.3 and 1.4 will be limited to the amount loaded onto the Gift Card at the time of reporting.

14.2. If you have used your Card, or allowed your Card to be used in a manner fraudulent, and in a manner not in accordance with these 'Terms and Conditions', and therefore for illegal purposes, or if you have caused your Card or the data thereon to be compromised through your negligence, you will be held liable for the use and misuse of your Card. We will take all reasonable and necessary steps to recover any loss and there will be no maximum limit to your liability, except to the extent that applicable laws or regulations impose such a limit. Therefore you must take care of your Gift Card and act responsibly, otherwise you will be held liable.

14.3. Having taken all reasonable precautions, and in consideration of the conditions set forth in clauses 12 and 14.2, the liability for misuse of the of the Gift Card shall be €50.00.

14.4. The Financial Services Compensation Scheme (FSCS) does not apply to this product (Gift Card). This means that if the card issuer has become insolvent, your Gift Card may cease to function and may become worthless, and you may lose the monetary value of the card. You will not be able to recover these funds from the FSCS.

14.5. Although the FSCS does not apply to the Gift Card, the card issuer and its business partners will make every effort to keep your money safe by placing funds in designated accounts. We will protect your money very seriously, and will be happy to address this issue with you if you have any concerns or clarifications.

15. PERSONAL DATA.

15.1. We collect certain information about the purchaser and Gift Card users for the purpose of administering the Gift Card program. To collect personal information EML Payments (EU) Limited Ltd acts as a Data Controller, as described in Regulation (EU) 2016/679 Of the European Parliament.

EML Payments (EU) Limited is registered on the ICO Data Controllers Register.

15.2. Your personal data will be processed by all of the organizations described in Sections 1. 2, 1.3, and 1.4 of this Agreement for the purpose of managing the Gift Card and to address any Gift Card inquiries. To provide customer service and manage your account, we may use the assistance of data processors, and we may transfer data outside the EU. If we do so, we will take steps to ensure that the data is subject to the same level of protection as if it had been processed within the EU.

15.3. Unless you have given us your consent, your personal information will not be used for marketing purposes, nor will it be shared with third parties outside the Gift Card program.

15.4. By purchasing or using the Gift Card, you agree to all the terms of this agreement and the use of your personal information. You have the right to request details of your personal information held by us, and you may receive them by writing to PTA PAYMENT SOLUTIONS S.r.l Via G.Verdi, 12 - 24121 Bergamo.

16. AMENDMENTS TO THIS DOCUMENT

16.1. This 'Terms and Conditions' document may be changed or updated at any time for legal, regulatory, security reasons, to enable proper delivery, or to improve Gift Card delivery. If changes are made, they will be made public two months before the changes take effect (unless the law requires us to make a change more quickly); updated copies of the 'Terms and Conditions' will be made available online at www.emlretail.com/faq.

16.2. Due to the nature of Gift Card programs, it is often difficult or even impossible to contact each individual cardholder in the event of a change to this document. It is therefore the responsibility of both the purchaser and the Gift Card user to regularly check the Internet www.emlretail.com/faq for changes to the 'Terms and Conditions'. We will assume that this is the case and therefore we have the right to assume that you have accepted any changes to this document unless you inform us otherwise. We will treat such circumstances on a case-by-case basis.

17. LEGISLATION AND COURTS

17.1. The law of England and Wales applies to these 'Terms and Conditions' and the courts of England and Wales will deal with any dispute.

Terms and conditions of use of the website and online shopping of EML Payments (EU)

Limited Who are we?

The EML Payments (EU) Limited website www.emlretail.com is owned and operated by EML Payments (EU) Limited Ltd 11 Brindleyplace, 4th Floor, Birmingham, England, B1 2LP United Kingdom.

Contact

You can contact us using one of the following methods:

E-mail: support@ptapayment.com Phone:

800 786 913

Website: Using the feedback form

Mail: PTA PAYMENT SOLUTIONS S.r.l Via G. Verdi,12 - 24121 BERGAMO.

The purpose of the EML Payments (EU) Limited website is to browse and purchase Gift Cards and other products. You can also browse, request the available balance and view the Gift Card statement from the website www.emlretail.com

Our agreement with you is strictly limited to the provision of these services. EML Payments (EU) Limited is not liable for any direct or indirect damages or losses consequential or otherwise arising from the use of any Gift Card ordered by us. In addition, products and services that may be purchased with Gift Cards in retail stores or at Shopping Centers are not guaranteed or endorsed by EML Payments (EU) Limited and EML Payments (EU) Limited is not responsible for the quality, safety, legitimacy or any other aspect of the goods or services purchased using a Gift Card ordered from EML Payments (EU) Limited.

Waiver of liability

Access to and use of the EML Payments (EU) Limited website is subject to this agreement document. By accessing, browsing and using the EML Payments (EU) Limited website, you agree to be bound by these 'Terms and Conditions' without limitation or further reservation.

EML Payments (EU) Limited will make every effort to ensure the accuracy of the information on the site. However, the content of the site is provided without any warranty or other description including, without limitation, any implied or express warranty of its fitness for purpose or adequacy of the content on the site or of 'the adequacy of the systems used to deliver the Internet site and associated ordering and payment processes. EML Payments (EU) Limited is not liable for any direct or indirect damages consequential or otherwise arising from browsing or using this site or any information seen or obtained, for any representations, omissions or inaccuracies in the content and/or images displayed on the site.

EML Payments (EU) Limited will make every effort to ensure that this site does not contain data or viruses that could be harmful to your hardware or software or on other property. However, we assume no liability for any losses directly or indirectly resulting or otherwise arising from accessing, browsing, using or downloading content on the Internet site.

EML Payments (EU) Limited is a website based in the United Kingdom and intended for use by individuals and other entities residing in the United Kingdom or Italy. The law of England and Wales applies to this document and it is the Courts of England and Wales that will deal with any legal proceedings between us. We do not guarantee that the site or its contents are suitable for use from other countries. Access to and use of the site from other countries is your sole responsibility and it is your responsibility to ensure compliance with local legislation, insofar as the legislative provisions may be applicable.

These 'Terms and Conditions' do not affect in any way the rights of the law that you may exercise. For more information about your rights please contact your local trade regulations authority or legal counsel office.

Copyright, Trademarks and Intellectual Property

Users of the Internet site are authorized to use, browse and print the contents of the site for their own personal, non-commercial use compatible only with the intended use and purpose of the Internet site as stated in these 'Terms and Conditions'. Users may not copy, distribute, publish, transmit, reproduce or sell the content and/or other material from the site in any way for any purpose. Software code, concepts, designs, trademarks, logos, other images, and all content on this Internet site belongs to EML Payments (EU) Limited and/or other companies, individuals, and legal entities represented on the site. In no event shall EML Payments (EU) Limited and/or other companies, grant any permission or license to any third party to use or reproduce any content on the website including, but not limited to, the software code, concepts, designs, trademarks, logos, other images and all written content, without prior written consent from EML Payments (EU) Limited and/or other companies and individuals represented on the website who have the ownership or rights to use such Intellectual Property.

Gift Card Terms and Conditions

In addition to these 'Terms and Conditions' please also read the 'Terms and Conditions' of issuing and using any Gift Card you may order from us. In particular we would like to draw your attention to the individual Gift Card expiration policy before placing your order. Please note that the 'Terms and Conditions' of issuance and use of any Gift Card are between the purchaser and/or user of the Gift Card and the issuer of the Gift Card. EML Payments (EU) Limited is not responsible for the accuracy or legality of such 'Terms and Conditions'; please ensure that you take all reasonable steps to ensure that you are in agreement with such terms and conditions before ordering or using a Gift Card ordered through EML Payments (EU) Limited.

Changes to this document

Please note that this document is sometimes subject to change without notice. Should EML Payments (EU) Limited implement changes, the website will be updated with immediate effect. Such changes will apply only to the use of the website or to orders that occur after the website update and will not be applied retroactively.

Order entry and confirmation

You place your order by selecting one of the products you wish to purchase and, proceeding to the next pages, you place your order. At this point, we will collect the information needed to proceed with your order before you are prompted for payment. If you have any promotional codes that might entitle you to a discount, you will need to enter them before completing payment. After confirmation that your payment has been successful, we will proceed by placing your order. For the avoidance of doubt regarding our service agreement, your order will be fulfilled only after we receive confirmation of your payment.

If your order has been processed successfully, you will receive a confirmation via e-mail. The confirmation will present the details of the Gift Card(s) you ordered, the delivery/shipping method selected, personal information, and payment information. Please check the confirmation carefully on your receipt and report any errors or omissions. Please contact us if you have any questions. In case we need to contact you regarding your order, we will let you know by e-mail or phone.

We will make every effort to ensure that the products advertised on the site are available, however, we do not guarantee such availability. If the products you have ordered are temporarily or permanently unavailable, we will contact you by e-mail or telephone. Please note: EML Payments (EU) Limited is in no way responsible for any damage or loss directly or indirectly resulting or otherwise arising from the unavailability of products advertised on the website.

Payment methods and security of the same

EML Payments (EU) Limited accepts payment by credit card, debit card and by bank transfer. All order and card payment details made through EML Payments (EU) Limited are subject to 128-bit SSL encryption certificate to protect personal information and card details.

1. Payments by credit card or debit card

If you choose to pay by credit or debit card, EML Payments (EU) Limited will withdraw the amount upon payment authorization from the card issuer. During this process, the personal information you have provided to us will be used to verify your identity and to check that you are indeed the authorized cardholder. Please note that credit and debit card payments will only be accepted if the card has been registered with MasterCard Secure Code, Maestro 3D Secure and/or Visa verified security programs. If your payment card has not been pre-registered with that security program, you may be asked to do so during the checkout process. Please note: Some types of payment cards may not be accepted by EML Payments (EU) Limited or may not be allowed on the EML Payments (EU) Limited website. If the card has not been accepted, is not allowed, or the payment has failed, we will not be able to complete your order.

EML Payments (EU) Limited assumes no liability for any damage or loss directly or indirectly resulting or that may result from rejected payments or failed payment authorizations, whatever the circumstances.

Your payment will be considered completed upon receipt of authorization from your card issuer.

The moment we receive confirmation, we will notify you and your order will be fulfilled.

When you receive your credit or debit card statement, all purchases with EML Payments (EU) Limited will be marked EML Payments (EU) Limited. All payments will be processed in euros, but may be converted by your card issuer, or the payment network, to another currency if the card was issued in a different currency. If you have any questions regarding currency conversion please contact your card issuer.

2. Payments by bank transfer

If you choose payment by bank transfer, you will receive a pre-order confirmation by email. The pre-order confirmation will contain the bank details of EML Payments (EU) Limited. When you make the payment you will need to enter the pre-order reference number in the bank transfer description section.

It is your sole responsibility to ensure that payment is made to EML Payments (EU) Limited's banking institution; EML Payments (EU) Limited will not enter into any agreement with you to provide services until payment has been received in our EML Payments (EU) Limited bank account; only then will your order be fulfilled.

3. Refunds

EML Payments (EU) Limited offers a refund only to the 'original purchaser of the Gift Card. Please see Section 9 of this document for full details on how to request a refund and any limitations that may be in place.

Delivery

Please note that Gift Cards purchased from EML Payments (EU) Limited, using a credit or debit card, will only be shipped to the address registered with the cardholder. We cannot deliver products purchased from EML Payments (EU) Limited to third party addresses unless payment is made by bank transfer.

During the ordering process we will provide you with the delivery/shipping details for your order with the costs of each delivery method. Please read the information for each delivery/shipping method; shipping charges will be different for each method as well as also some restrictions in delivery timing and delivery types where insurance may be added.

Please note that if goods are lost in transit, you will only be entitled to a single replacement under certain circumstances. If you were in doubt about the level of insurance coverage that applies to each delivery method/shipping mode, please carefully review the information on the website before placing your order.

You may also contact us directly and we will provide you with details of each delivery method and applicable coverage. Please note: The selection of the desired delivery method is the sole responsibility of the purchaser and EML Payments (EU) Limited accepts no liability in relation to any loss directly or indirectly resulting from the selection of an unsuitable or incorrect delivery method, or if the courier fails to deliver the product in accordance with the agreed timeframe with or without any verbal/written advice given by EML Payments (EU) Limited.

If you do not receive the products you ordered, please contact Customer Service at

800 786 913 and we will do our best to help you track the missing delivery. If the goods are deemed lost in transit and the selected delivery method provides insurance coverage, EML Payments (EU) Limited will provide a replacement and ask the courier to be able to recover the cost of the replacement.

The activation of the Gift Card

Gift Cards from EML Payments (EU) Limited require an activation process to be followed upon delivery. This process is necessary for security purposes and to prevent unauthorized use by third parties who may acquire a stolen card or otherwise. You will, however, be notified prior to purchase and receive complete activation instructions as part of your order confirmation. Should you have questions or need assistance with card activation, please feel free to contact Customer Service at 800 786 913.

Privacy Policy

EML Payments (EU) Limited is committed to protecting the confidentiality of your data. All personal information we collect is used only legally and in accordance with the Data Protection (EU) Regulation 2016/679 of the European Parliament).

1. Personal Information

EML Payments (EU) Limited will collect personal information for the purpose of placing your order, authorizing payment and providing services, and for customer service. The personal information you provide may be disclosed by us to the issuer of the Gift Card you ordered from for use in fulfilling the Financial Services Authority's Know Your Customer requirements.

Unless you have expressly provided your consent, your personal information will not be used for marketing purposes, nor will it be shared with third parties outside EML Payments (EU) Limited or the Gift Card issuer.

You have the right to request details of the personal information we keep about you, and you can receive them by writing to PTA PAYMENT SOLUTIONS S.r.l Via G. Verdi, 12 - 21121 Bergamo.

2. Your consent

By using our website, you consent to the collection and use of your personal information by EML Payments (EU) Limited as outlined in the privacy policy. If we decide to change that policy, we will post the changes on the website so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Any changes will apply only to personal information collected after the site has been updated and will not be applied retroactively.

If you provide your consent by checking the appropriate box on the order form, we may also use the information collected to occasionally notify you of important changes to the website, new EML Payments (EU) Limited services, and special offers.

3. How do we protect customer information?

We use a secure server to place orders. The server software encrypts all information you enter using 128-bit SSL certificates before it is sent to us. In addition, as required by UK Data Protection Legislation, we follow strict security procedures in maintaining and disclosing the information you have provided to us to prevent unauthorized access. Because of our security procedures we may, at times, require proof of identity certification before we disclose personal information to you.

4. Do we use cookies?

EML Payments (EU) Limited uses cookies during the order process to monitor the process and to provide the best customer experience and service possible.

5. Does EML Payments (EU) Limited disclose collected data to other parties?

EML Payments (EU) Limited does not sell, trade or rent your personal information to others. The personal information you provide may be passed on to the issuer of the Gift Card from/to which you have ordered in order to fulfill the Financial Services Authority's Know Your Customer requirements.

EML Payments (EU) Limited may provide overall statistics regarding our customers, sales, traffic patterns, and website related information, but these statistics will not include personally identifiable information. We use other companies and individuals to perform functions on our behalf. Some functions include fulfilling orders; delivering packages containing Gift Cards; sending mail and e-mail; analyzing data; providing marketing assistance; and processing credit card payments. These

companies and individuals will have access to the personal information needed to perform these functions, but will not use it for any other purpose. All data is processed in accordance with UK data protection legislation and no data will be transferred outside the EEA (European Economic Area) without obtaining your consent.

6. In summary

We are committed to protecting your privacy. We use the information collected on the EML Payments (EU) Limited.co.uk website to fulfill orders and to provide the best level of customer service support.