

Agreement for provision of SmartTech™ Product through SmartPay™

This page sets out the terms and conditions (“The Terms”) which apply as a consequence of your application to purchase an electronic gift card from Reward Gateway (UK) Ltd (“The Provider”,) using a loan provided by your employer (the employer will be referenced as “us”) which is redeemable at Currys PC World stores in exchange for your chosen SmartTech™ technology device (“SmartTech™ Gift Card”).

Selection

This page is for you to select your SmartTech™ Gift Card, to consent to us processing your SmartTech™ Gift Card application and to agree to specific terms and conditions relating to your SmartTech™ Gift Card.

SmartTech™ electronic gift card

On agreement by you to these Terms and on acceptance by us of your application, you will be provided with a SmartTech™ Gift Card.

- The SmartTech™ Gift Card is the mechanism by which you can obtain your chosen SmartTech™ technology device from any Currys PC World store.
- The SmartTech™ Gift Card is not redeemable for any other purpose, and may not be redeemed by any other person with or without authority.
- The SmartTech™ Gift Card will be issued for a specific fixed monetary value. We and Currys PC World reserve the right to change the value of SmartTech™ Gift Cards on offer from time to time.
- Once the SmartTech™ Gift Card has been issued to you, it cannot be returned (except as set out in the Cancellation section below) nor its value altered. The SmartTech™ Gift Card must be redeemed within twenty four (24) calendar months of issue and may not be redeemed in exchange for any mobile smartphone devices.

Cancellation

You can request a refund up to 14 days after purchase of SmartTech™ Gift Card after this the card cannot be refunded.

If you redeem, download or view the SmartTech™ Gift Card before the 14 days then you will not be eligible for a refund.

Payment: Deductions from salary

The cost of your SmartTech™ Gift Card can be located from your order history. By applying for a SmartTech™ Gift Card, you accept and agree that the cost of the SmartTech™ Gift Card will be deducted from your net salary for {DEDUCTION_PERIOD} months, commencing with the first monthly or weekly payroll (*) following the date on which your application is accepted.

Accordingly, with effect from today's date, Your employer {COMPANY_NAME} will deduct the sum agreed from your monthly or weekly net salary. Subject to these Terms, the same amount will then be deducted from your net salary every month or week for the agreed period.

You may not sell or otherwise transfer ownership of the SmartTech™ Gift Card in the period during which you are authorising us as your employer to make deductions from your salary.

(*) Please note: Any reference in this document to "monthly or weekly" is dependant on your own payroll frequency, i.e whether you are weekly or monthly paid.

Absence from work

By entering into these Terms, you agree that the deductions in respect of the cost of the SmartTech™ Gift Card will apply to any salary or other pay (including but not limited to holiday or sick pay) payable to you in respect of any period of time during which you are absent from work, even if you are unable to use the SmartTech™ Gift Card during that time.

If, however, during any period of absence your net monthly or weekly pay falls below the amount of your payments, then the deductions from your salary will be suspended until such time as your net monthly or weekly pay exceeds the amount of your payments.

At that point, the outstanding payment(s) will be deducted in one or more installments from your subsequent monthly or weekly salary or salaries, at our discretion.

Termination of employment or retirement

If your employment terminates for whatever reason or you retire when there is still a balance outstanding in respect of the cost of your chosen SmartTech™ Gift Card, the outstanding balance will be deducted from your final net pay (which includes but is not limited to any salary, pay in lieu of notice, commission, bonus, holiday pay and sick pay). If you cannot pay this amount out of your final net pay, we can demand that you pay and you agree to pay us any outstanding amount within fourteen (14) days. You permit any third parties chosen by us to collect such outstanding amount from you.

Data protection

By agreeing to these Terms you agree that personal data provided by you for the purpose of obtaining a SmartTech™ Gift Card (including where appropriate your full name together with any SmartTech™ Gift Card transaction details such as the amount and date of a transaction and any other information necessary to process such transaction), will be processed by "The Provider" for the purpose of identifying you and processing agreed deductions from your salary and providing you with your chosen SmartTech™ Gift Card. You authorise "The Provider" to provide your

postcode to Currys PC World for delivery purposes associated with your SmartTech™ Gift Card and for such other purposes as authorised by you from time to time. You may access your personal data held by “The Provider” at any time.

Liability

Warranties are offered by the manufacturer(s) of your chosen SmartTech™ technology device and will be provided to you by Currys PC World when you redeem your SmartTech™ Gift Card and obtain your SmartTech™ technology device. It is your responsibility to ensure that the chosen SmartTech™ technology device is used safely in accordance with the instructions provided by the manufacturer(s).

We do not give any warranties or accept any liability in respect of the SmartTech™ technology device (including without limitation, liability for any failure to supply or deliver, late delivery, theft, loss, damage and/or any defects).

We are providing you with the SmartTech™ Gift Card, not the SmartTech™ technology device. The agreement for the sale and purchase of the SmartTech™ technology device is between you and Currys PC World. We do not accept any liability under that agreement and if you have any claim regarding your SmartTech™ technology device then you must bring that against Currys PC World and/or the manufacturer of your SmartTech™ technology device.

To the extent not completely excluded under these Terms our liability to you in respect of any breach of these Terms howsoever arising is limited to the value of the SmartTech™ Gift Card which you have actually paid to us.

The deductions from your salary under these Terms will continue despite any loss, theft, damage, destruction or defect relating to your SmartTech™ Gift Card and/or SmartTech™ technology device. You are therefore advised to take out insurance for your SmartTech™ Gift Card and SmartTech™ technology device.

Nothing in these Terms shall limit our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or for any other liability which may not be limited or excluded under English law.

Once you have read this page, please signify your agreement to these Terms by clicking on the button on the previous page.