

TERMS AND CONDITIONS

1 Interpretation. In this agreement, 'we', 'us' and 'our' means Ikano Bank AB (publ). 'You' and 'your' refer to the person's name and address details as indicated on the credit agreement. 'Retailer' means any person or company which accepts the card as a payment for goods.

2 Instant credit. Instant credit gives you the opportunity to use your card account immediately before we give you a card. If we offer you instant credit, you may only use it after you have signed the application form and credit agreement. You can spend up to the credit limit we give you. If you decide to use instant credit you must still keep to all the conditions set out below. If we send you a card all the conditions below will apply.

3 The card. You must sign your card as soon as you receive it and must not allow anyone else to use it. The card will remain our property and we can ask you to return it at any time. We may also send you a replacement card at any time and change the number of your account for security purposes. Whenever you use your card you must sign a sales voucher and/or provide any other proof of your identity which may be required. If you do not do this, you will still be responsible for paying all amounts charged to the account. You can offer your card to pay for goods or services in any of the Retailer's stores in the United Kingdom and in other stores we tell you about. If the Retailer operates concessions in department stores these may not accept the card. We will notify you in writing if or when this changes. If a store where you have used the card gives you a refund, they must send us a voucher or other proof of the refund. We will then take the amount of the refund off the total amount you owe on your account. When a Retailer asks us to authorise a transaction, we take other transactions we have authorised into account. We may decline transactions that would put you over your credit limit, or if we reasonably believe that you are in or approaching financial difficulty, or where there is a legal / regulatory or fraud prevention reason for doing so or if the transaction is for business purposes.

4 Extra cards. If you apply, we may provide extra cards for other people you name. These people must sign their cards as soon as they receive them. You will be responsible for these cards and for any debts run up by the people using them. You can cancel the cards at any time, but you will be responsible for them until you return them to us.

5 Loss, theft or misuse. If a card is lost or stolen, you must call us immediately on 0871 781 3047*. If your card is lost, stolen or misused by someone without your permission you may have to pay up to £50.00 of any loss to us. You will not be liable for losses as long as you contact us immediately. If it is misused with your permission you will be liable for ALL losses.

6 Credit limit. We will set your credit limit and let you know what it is. We may review this limit at any time. Where the limit is decreased we will inform you and we will give you at least 30 days notice before increasing the limit. We will not increase your credit limit if you have advised us that you do not want us to do so, or if you are at risk of financial difficulties. You must not spend more than your credit limit. If you do, you must pay us the amount you have overspent when we ask for it. If you ask us to increase your credit limit, and we do, the increased limit may apply immediately. If we have provided extra cards for other people you have named, you must all share one credit limit. If you ask us to reduce your credit limit we will do so. In this case you must ensure your balance is not in excess of the reduced limit. You may not hold a credit balance on your account.

7 Statements. We may send you a statement, or make one available to you electronically, every month if you owe us money. If you do not, you will receive a statement when you next use your card. Your statements will show all the money you have paid into your card account, all the money you have spent using the card, any refunds and charges, and any amounts which are subject to a promotional rate. If you do not receive a statement, you will still have to pay any interest we charge if you do not pay the total balance on your account on time when we next send you a statement. We may decide to change when and how often we send your statements. If we are going to do this, we will write and tell you. We may charge for providing paper statements or for providing any copy statements on paper or by e-mail.

8 Interest and charges. We will charge interest as described overleaf. We add the interest to your account on the day we produce your statement. We may change the rates of interest we charge but we will always let you know, in writing, at least 30 days before we do this. We may charge you for handling your account to reflect our costs. We may vary charges and introduce new ones to reflect changes in our costs in a reasonable and proportionate manner. See also Condition 19. Charges will be specified on your statement. You authorise us to add these charges to your account. You can ask for details of these charges. If there is a credit balance on your account for more than 3 consecutive months we may, at the end of this period, charge a fee of up to £10. The fee will not exceed the amount of the credit balance and will not be charged more frequently than every 3 months.

9 Payments. Every month, you must pay at least the minimum payment amount set out on your statement. Your statement will also give you a deadline for paying this amount. You must pay on time. Unless we tell you differently, you should make your payment according to the instructions on your statement. We will not be responsible for payments lost in the post.

10 Extra services. From time to time we may provide extra services, for example cash advances or payment holidays for one or more months. If we do allow you not to make a payment for a period of time, we will still charge interest. As we process payments automatically, we may accept partial payments marked payment in full or other similar language without losing our right to claim full payment.

11 Change of contact details. You must notify us immediately if any of your details are incorrect or you change any of your contact details we hold, for example, address, contact telephone number(s) or e-mail address. If you do not tell us of a change to your contact details, you will be liable for our reasonable costs in tracing you.

12 Passing on information. We can pass on information about your account to anyone if it will help us to carry out our business including companies based outside the European Economic Area (EEA). We will make sure that any information released outside the EEA will have the same level of protection as in the EEA. In particular, we may need to pass on information to anyone you ask us to give an extra card to and to our agents and sub-contractors. We may also pass information to other companies in the group of companies we belong to and credit reference agencies who contact us. See also the "Your Information" section.

13 Liability. We are not responsible if a store refuses to accept your card. We are not responsible if we cannot provide the services you expect from your card because of events over which we have no reasonable control, including mechanical breakdowns and industrial disputes. We may be responsible if you use your card to buy goods or services at a store and they do not match their description, or if the contract of sale is broken by the store. You cannot use a claim against a supplier as a reason for not making payments to us unless you have a legal right to do so.

14 Closing and suspending your account. You can close your card account at any time by writing to us and paying off everything you owe. You must also return all of the cards which you and other people hold for your account. We can terminate this agreement (a) as described in Condition 15 and/or 16 or (b) after giving at least 60 days notice in writing. We can also terminate, suspend or restrict your right to use the card at any time. We do not have to give you any warning before we do this. We will tell you in writing before or immediately afterwards, setting out the reasons for doing this. We will only do this for objectively justified reasons, which may include:

- We have concerns about fraudulent or unauthorised use of the card, or;
- There is a significantly increased risk of your being unable to fulfil your obligations to make payments to us, or;
- We have taken a decision (acting as a prudent financial institution) to reduce or close all or any part of our business, or;
- You have not used your card within the last 12 months. We need not give written notice if doing so is prohibited by law or is likely to prejudice the prevention or detection of crime, the apprehension or prosecution of offenders or the administration of justice. You must pay off everything you owe and return all of the cards which you and other people hold for your account. We may also ask you to refund all reasonable costs we pay to get back the money you owe and the cards.

15 If you break this agreement. If your payment is late or you spend more than your credit limit, we can ask you to bring your payments up to date or repay the amount you have gone over your credit limit immediately. If you do not, we may ask you to pay everything you owe immediately. We may then close your account and end this agreement. See Condition 16.

If we agree to loosen the terms of this agreement for a time, for example by allowing you more time to pay, we may at any time enforce the terms strictly again. We can ask you to refund all reasonable expenses that we have to pay if you break this agreement. We may add these costs to your account. If you find yourself in financial difficulties, you should let us know as soon as possible. The sooner we can discuss your financial problem, the sooner we can find a solution. We can also tell you where you can get free advice about how to handle your debt.

16 Default. We may demand repayment of the full amount you owe us if:

- You fail to pay on its due date any amount payable to us under this agreement; or
- You fail to comply with any of the other terms of this agreement; or
- We discover that any material information which you provided in the course of applying for the card is incomplete, inaccurate or untrue; or
- You become insolvent or other steps are taken by or against you for your bankruptcy or any proposal is made for a voluntary or other arrangement or composition with, or assignment for the benefit of, all or any of your creditors; or
- You die.

Before demanding full repayment, where prescribed, we will send you a notice under the Consumer Credit Act 1974. You may be liable for costs reasonably and properly incurred if we take any action against you to recover any amount under the agreement.

17 Enforcement. If we do not enforce, or delay in enforcing, any of these terms, this will not affect our right to enforce that or any other term under this agreement at the time or in the future.

18 Transferring our rights and / or obligations. We may assign or transfer our rights and / or obligations under this agreement to any bank, financial institution or company and may disclose your personal information to any bank, financial institution or company to whom we may assign or transfer those rights and / or obligations. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

19 Changes to this agreement. We can change this Agreement including these Terms and Conditions including, for example the credit limit, the interest rates, the amount of your minimum monthly payment, our charges and fees, and may change any extra services we provide. If the change is to your disadvantage, we will tell you about it at least 30 days before we make the change, but this does not limit our rights in Condition 14 to suspend or restrict usage. At any time up to 60 days from the date we notify you, you may, without notice, close your account without having to pay any extra charges or interest for doing this. If the change that led to the closure is an increase in interest rate, we will allow you a reasonable period to pay down the outstanding balance at the existing rate.

20 Promotional offers. From time to time we may provide promotional offers. These may include special rates of interest on specific transactions (for example, purchase of particular goods at specific retail stores or at specific times) the right to defer payments for a period (this may, but does not have to be, limited to particular transactions). We may withdraw any promotional offer if you do not keep to these Terms and Conditions.

21 How to contact us. You can write to us at Customer Services, Ikano Bank AB (publ), PO Box 10081, Nottingham NG2 9LX. Or you can call us on 0871 781 3047. *Calls to this number are charged at 10p per minute from a BT landline. Other network charges may be higher. For training and supervision purposes, telephone calls in connection with your account may be silently monitored or recorded. Contact details can also be found on our website www.ikano.co.uk.

22 The Lending Code. Ikano Bank AB (publ) is a member of the Finance and Leasing Association (FLA) and follows the FLA Lending Code. This code sets out standards of good practice for the finance industry and provides you, the customer, with reassurance that you are dealing with a reputable organisation. Copies of the FLA Lending Code are available upon request from us.

23 Complaints procedure. Ikano Bank AB (publ) has a complaints procedure which aims to resolve customer issues, a summary of which is available on request. If the complaint is not resolved using this process you are entitled to refer the matter to the Financial Ombudsman Service.

24 Law. This agreement is governed by the laws of England and Wales which will also govern the relationship between us and you before the conclusion of this agreement. The courts of England will have non-exclusive jurisdiction for any related disputes. The language of the contract is English.

25 Supervisory authority. Although the Office of Fair Trading is the supervisory authority under the Consumer Credit Act, Ikano Bank AB (publ) is an EEA authorised firm in the UK on the Financial Services Authority register, and is authorised in Sweden by the Finansinspektionen – the regulator for Banks in Sweden.

YOUR INFORMATION

We will make searches about you at credit reference agencies and fraud prevention agencies who will supply us with information for use in the assessment of credit products, as well as information from the Electoral Register, for the purpose of verifying your identity. The agencies will record details of the search type, credit or identification, whether or not this application proceeds. We may use credit-scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by us and other companies if credit decisions are made about you, or other members of your household. Any of this information may also be used for identification purposes, debt tracing, debt recovery and the prevention of money laundering as well as the management of your account.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact us on 0844 856 5735 if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

If you are requesting additional cards for someone else, you are also declaring that you are entitled to:

- Disclose information about anyone referred to by you;
- Authorise us to search, link and/or record information at credit reference agencies about you and/or anyone referred to by you.

Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records. We may make periodic searches of credit reference and fraud prevention agencies to manage your account with us, to take decisions regarding credit, including whether to make further credit available or to continue or extend existing credit.

🔒 Where you borrow or may borrow from us, we may give details of your account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on-time, we may tell credit reference agencies who will record the outstanding debt.

🔒 You have the right of access to your personal records held by credit and fraud agencies. If you would like to have details of the agencies we use please telephone us on 0844 856 5735.

The card is issued and administered by Ikano Bank AB (publ) ("Ikano") on behalf of the Retailer who is the data controller.

For account management purposes from time to time we may want to communicate with you by SMS or e-mail if you have provided us with these contact details. We would also like to use your details and information about your transactions and your account to keep you up date with offers and information through mail, telephone, e-mail or SMS. If you do not wish to receive this information, please write to Ikano Bank AB (publ), PO Box 10081, Nottingham NG2 9LX. We may also pass on your details to other carefully selected companies who will communicate with you about offers and other services which we think may be of interest to you. If you do not want your details to be passed to other companies please write to the address detailed above.

A copy of your agreement will be filed by us. You have a right under the Consumer Credit Act 1974 to request a copy of the agreement. You may be charged a fee for this service.

The Karen Millen Card is a trading name of Ikano Bank AB (publ), which is registered with branch number BR016253. The registered office of the UK branch of Ikano Bank AB (publ) is Waterfront House, Waterfront Plaza, Station Street, Nottingham, NG2 3DQ. The trading name is used by agreement with Karen Millen Fashions Ltd. The details included in these Terms and Conditions are correct at time of going to press.