

## ELAVON BEST RATE – TERMS & CONDITIONS

- This programme is available at participating locations in Europe offering the Elavon DCC service.
- Please note that not all businesses that use Elavon’s services, whether directly or through a participating financial institution, offer Elavon Best Rate.
- Payment card transactions will be converted to the currency of the issuing bank at the point of sale by Elavon’s DCC service using a rate of exchange that is equivalent to or better than that offered by the cardholder’s issuing bank, including any international fees applied by cardholder’s card issuer. In the unlikely event that a cardholder can show they were disadvantaged by choosing to have their transaction converted at the point of sale using an Elavon DCC rate of exchange, Elavon will, subject to these terms and conditions, refund to the cardholder the difference between the price calculated using the Elavon DCC rate of exchange used to convert the transaction and that calculated using the rate of exchange offered by their issuing bank (including any fees the issuing bank may charge) on the same day, for the same card, in the same country as the transaction using the Elavon DCC Service.
- Please allow 7 working days from the date the claim is received.
- Cardholders wishing to make a claim must:
  - Visit our website [www.elavon.eu/bestrate](http://www.elavon.eu/bestrate) to obtain a claim form.
  - Complete the claim form as directed, attaching all evidence as required per the claim form, and return the form and evidence to [DCCBestRate@elavon.com](mailto:DCCBestRate@elavon.com) within 60 days of the card transaction to which the claim relates.
- It is further understood that Elavon’s determination regarding validity of a claim is final.
- Elavon is not responsible for, nor shall it be bound by, any statements or representations regarding Elavon Best Rate by any third party.
- Elavon Best Rate programme may be withdrawn at any time. However, claims made before withdrawal will be honoured in accordance with these terms and conditions.
- A cardholder’s sole recourse under Elavon Best Rate is submission of a claim as described herein and, accordingly, it is understood that any claim or dispute in connection with exchange rate guaranteed does not provide a customer with the right to initiate a chargeback or refund with respect to an exchange rate assured transaction.
- Any provision of these terms and conditions found to be illegal or otherwise unenforceable, shall not affect any of the remaining provisions which will be construed as if the illegal or unenforceable provision was not contained therein.
- These terms and conditions as well as any non-contractual obligations arising thereunder will be governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

