

# PREPAID CARD TERMS AND CONDITIONS

These terms and conditions apply to your prepaid card.

You must read these Terms and Conditions carefully. By using your Card you will be deemed to have accepted these Terms and Conditions. If you do not accept these Terms and Conditions you should not use your Card.

Your Card is issued by and is the property of Paysafe Financial Services Limited (registered number 4478861), Compass House, Vision Park, Chivers Way, Histon, Cambridge, CB24 9BZ. Paysafe Financial Services Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900015. Your card is not transferable.

If you have any queries or complaints please contact Volopa Support (see details below).

## 1. Definitions

"Card" means the Mastercard® Volopa Lifestyle Consumer multi-currency prepaid card issued to You in the form of a physical, digital or virtual card, under these Terms and Conditions.

"Card Account" means the electronic money account held by You with Us and to which Your Card is linked.

"Card Account ID Information" means any and all of the following pieces of information: your Card details (Card number, expiry date and CVV code), your PIN, information you use to log in to your Card Account, and any credentials and information specific to your Card Account.

"**Card Currencies**" means the currencies held on the Card Account

"**Card Currency Exchange Rate**" means the exchange rates that apply to exchanges between balances of one card currency held on the Card Account to another card currency held on the same Card Account and the Foreign Currency Conversion Fee as per Fee Table. The exchange rates can be found at [www.volopa.com](http://www.volopa.com)

"Fees Table" means the table of fees and charges applicable to the Card as set out at [www.volopa.com](http://www.volopa.com).

"Mastercard®" means Mastercard International of New York or its successors or assigns.

"Merchant" means a retailer or any other person or firm or company providing goods and /or services that accepts cards displaying the Mastercard® acceptance symbol in payment for such goods and /or services.

"PIN" means the personal identification number which We may issue or approve to be used with Your Card.

"Terms and Conditions" means these terms and conditions together with the Fees Table and any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

"Third Party Provider" means a service provider authorised by law or allowed by you to access information or make payments for you in your Card Account.

"Transaction" means any cash withdrawal, purchase of goods and/or services (as appropriate) completed by You using Your Card, or any action which alters the balance of Your Card Account.

"Us" or "We" or "Our" means Paysafe Financial Services Limited or (where applicable) Volopa acting on behalf of Paysafe Financial Services Limited.

"Volopa" means Volopa Financial Services (Scotland) Limited (company number SC399401), a company incorporated in Scotland with its registered office at Maclay Murray & Spens LLP, 1 George Square, Glasgow, G2 1AL.

"Volopa Support" contact details and opening hours can be found on the Volopa web site, [www.Volopa.com](http://www.Volopa.com)

Email: [support@volopa.com](mailto:support@volopa.com)

Post: 22 South Audley Street, Mayfair, London, W1K 2NY  
Telephone: + 44 (0) 333 400 1287 available 09.00 to 17.00 Monday to Friday excluding  
Public Holidays in England  
Lost or Stolen Cards: + 44 (0) 203 393 2769 available 24 Hours, 7 Days a Week

"Website" means [www.volopa.com](http://www.volopa.com).

"You" or "Your" means the person entering into these Terms and Conditions with Us.

## 2. Fees

2.1. Your use of Your Card is subject to the fees and charges set out in the Fees Table which forms part of these Terms and Conditions. Any or all of these fees/charges may be waived or reduced at Our discretion. Our fees/charges may change over time. If so, We will notify You in advance of such changes in accordance with Section 3.1. Your banking provider may charge a fee for the transfer of funds and/or additional ATM fees may be charged by ATM providers. Any such fees would be in addition to the fees set out in the Fees Table.

2.2. Fees and charges will be paid from Your Card Account at such time as they are incurred.

## 3. These Terms and Conditions

3.1. We may change these Terms and Conditions including without limitation changing existing fees or introducing new fees, from time to time. We will provide You with at least two months' notice before the proposed change comes into effect, however changes that make these Terms and Conditions more favourable to You or that have no adverse effect on Your rights shall come into effect immediately if so stated in the change notice. All such changes will be posted on the Website with a link to the amended terms and conditions and shall be notified to You by sending an email to the email address registered with Your Card Account. Changes to exchange rates can be made immediately and without notice.

3.2. The up-to-date version of these Terms and Conditions will be posted on the Website. You should check the Website regularly so that You can see the latest version. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.

3.3. You will be deemed to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate Your Card and Your Card Account immediately. We will disable your Card and refund the balance on Your Card Account in the base currency of the Card. Any non-base Card Currencies on the card will be converted at the then current Card Currency Exchange Rate and standard currency exchange charges will apply. In this circumstance You will not be charged a refund fee.

## 4. Scope of these Terms and Conditions

4.1. These Terms and Conditions govern Your use of Your Card and Card Account. The funds for all Transactions are held in Your Card Account as electronic money and no interest will be paid on these. When You make a Transaction using Your Card the value of the Transaction plus any associated fees payable will be deducted from Your Card Account and used to complete the Transaction.

4.2. Your Card is a prepaid card and the funds loaded onto Your Card are known as electronic money. Your Card is not a credit card, charge card or a debit card. You can only spend to the value of the funds that You load onto it. All Cards are issued by Us pursuant to a licence from Mastercard®.

4.3. Although Our activities are regulated by the Financial Conduct Authority, neither Your Card nor Your Card Account is covered by the Financial Services Compensation Scheme. However the funds in Your Card Account are safeguarded by Us, which means that they are kept separate from Our assets so in the unlikely event We become insolvent, Your funds remain safe from Our creditors.

## 5. Card issuance

- 5.1. To use a Card (other than an additional Card) You must be at least 18 years old unless specifically agreed by Us. Before We can issue You a Card We will need to know some information about You. We will check Your identity and where You live. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However a credit check is not performed and Your credit rating will not be affected.
- 5.2. We reserve the right to refuse to issue You a Card.
- 5.3. If You have any problems with Your Card please contact Volopa Support.
- 5.4. If You receive a plastic Card, You must sign it as soon as You receive it and activate it. Activation instructions are set out on the packaging that Your Card is attached to. Your Card cannot be used until this action is performed.
- 5.5. We may allow You to have additional cardholders attached to Your Card Account in accordance with these Terms and Conditions.
- 5.6. Any additional cardholder must be at least 8 years old. It is Your responsibility to demonstrate this to Us, and We may ask for proof of identity including name, date of birth and address and proof that You are the parent or legal guardian of the additional cardholder. You must confirm with any additional cardholder that they consent to You providing this information to Us and We may ask for proof of such consent.
- 5.7. You will be responsible for the use of any additional Cards and for any applicable fees or charges that any additional cardholders may incur. These Terms and Conditions apply to any additional Cards and You must make sure that any additional cardholder complies with the requirements of these Terms and Conditions in respect of their Card.
- 5.8. You must make sure that any additional cardholders under 18 years old do not use a Card for any purpose for which the minimum age is 18 or higher, e.g. gambling, adult entertainment, or purchase of alcohol.
- 5.9. You can request that additional cardholders are issued Cards with either a shared balance with the primary cardholder or an additional Card that has a separate balance and We will charge a fee per Card as set out in the Fees Table. Both the shared balance and separate balance additional Cards can only receive funds (top-up) by load from the primary Card. All Transactions or charges on the shared balance Card will be deducted from Your balance. All Transactions or charges on the separate balance Card will be deducted from the balance on that additional Card.
- 5.10. If Your Card expires or is terminated, access to Your balance will cease for any additional cardholder and any additional cardholder Cards will expire or terminate as applicable. This will happen even if the expiry date printed on an additional cardholder's Card is later than that on Your Card.

## 6. Loading your card

- 6.1. Funds can be loaded in to Your Card Account by You by debit card or bank transfer. A fee may be charged (see the Fees Table for details).
- 6.2. Limits apply to the number of times Your Card Account may be loaded in a day. Minimum and maximum load limits also apply, and these will be notified to you when your card account is opened. We reserve the right to refuse to accept any particular load Transaction.

## 7. Use of your card

- 7.1. You can use Your Card to purchase goods and services anywhere Mastercard® is accepted. You can also withdraw cash at an ATM or over the counter at a financial institution displaying the Mastercard® logo, subject to there being sufficient funds in Your Card Account and the Merchant, ATM supplier or financial institution being able to verify this online.

- 7.2. There are spending and withdrawal limits for the use of Your Card; these will be defined during the account opening process and will be available to view via your account
- 7.3. Be aware that some ATM providers charge additional fees for the use of their ATMs and some Merchants may add a surcharge for using certain types of cards. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.
- 7.4. You must not spend more money on Your Card than You have in Your Card Account. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction and we reserve the right to decline to authorise a Transaction where you do not do so. If you have insufficient funds, You must pay the overspend to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You.
- 7.5. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any other Cards that You hold with Us or from any other payment instrument You designate to Your Card Account and against any funds which You subsequently paid into Your Card Account. We may suspend Your Card and any other Cards connected to You until we are reimbursed the overspend amount.
- 7.6. Merchants such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You may spend or for which You require authorisation. The estimate may be for greater than the amount You spend or are charged, for example:
- a. at restaurants You may be required to have a maximum of 20% more on Your Card than the value of the bill to allow for any service charge added by the restaurant;
  - b. at “pay at pump” petrol pumps (if applicable) You may be required to have an amount equal to the maximum Transaction value permitted at the pump in Your Card Account.
- The merchant will be required to tell you the estimated amount that will be blocked in Your Card Account and seek Your consent.
- This means that some of the funds on Your Card Account may be blocked until the Merchant has settled the actual Transaction amount and accordingly, You will not be able to spend this estimated sum during this period. We will release the blocked funds without undue delay on becoming aware of the amount of the Transaction and in any event will unblock the funds immediately after receipt of the settlement request from the merchant.
- 7.7. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash.
- 7.8. We accept no responsibility for the goods or services purchased by You with Your Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card to make a purchase, We cannot stop that Transaction. However, where You have used Your Card to buy goods or services You may have a claim against the Merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier’s description. You must notify Us of any dispute within 60 days of the purchase and the chargeback will only be applied to Your Card Account if successfully secured from the Merchant. If You wrongly make a chargeback claim, We will be entitled to charge You any fees We reasonably incur in pursuing the chargeback claim and We will be entitled to debit Your Card Account with the amount of any such fees.
- 7.9. Authorising Transactions:
- a. A Card Transaction will be regarded as authorised by You where You authorise the Transaction by following the instructions provided by the Merchant to authorise the Transaction, which includes:
    - i. entering Your PIN or providing any other security code;
    - ii. signing a sales voucher;
    - iii. providing the Card details and/ or providing any other details as requested;

- iv. waving or swiping the Card over a card reader;
- v. inserting a Card and entering Your PIN to request a cash withdrawal at an ATM;
- vi. making a request for a cash advance at any bank counter
- vii. any other security procedures that we require.

- b. You must give consent to the execution of a Transaction for it to be authorised. Authorisation for a Transaction may not be withdrawn (or revoked) by You after the time We have received it. However, authorisation for any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as notice was provided no later than the close of business on the business day before the Transaction was due to take place. We may charge You a fee if a Transaction is revoked by You under this Section (see the Fees Table for details).

7.10. If We are late in executing a payment that You instruct Us to make You may ask Us to contact the recipient's bank and ask them to credit it as if it had been received on the correct day.

7.11. We reserve the right to apply a monthly maintenance charge. If we do, the amount will be set out in the Fees Table. You are responsible for all Transactions and fees charged to Your Card Account.

#### 7.12. Third Party Providers

- a. You can instruct a Third Party Provider to access information on your Card Account or make payments from your Card Account as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements (but unless we say otherwise, you must not give your security details to a third party). We will treat any instruction from a Third Party Provider as if it were from you.
- b. We may refuse to allow a Third Party Provider to access your Card Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way in which we consider most appropriate in the circumstances. We won't tell you our reasons where doing so will undermine our reasonable security measures or otherwise be unlawful. We may make available to a Third Party Provider a specific means of accessing your Card Account. If we do, and it tries to access your Card Account by a different way, we may refuse to allow that access.
- c. If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a Third Party Provider.

#### 8. Transactions made in foreign currencies

8.1 If You use Your Card to purchase goods or services or withdraw cash in a currency other than one of the Card Currencies, then such Transaction will be converted to the base currency of Your Card on the day We receive details of it. We will use Mastercard © authorised rates applicable for such a Transaction see [www.Mastercard.com/global/currencyconversion](http://www.Mastercard.com/global/currencyconversion). A foreign exchange fee will also apply (see the Fees Table for details).

8.2 The Card Currency Exchange Rate used for allocating funds from one Card Currency to another Card Currency is set and determined by Us. These can be found on the Website.

#### 9. Card expiry and damaged and new cards

9.1. Cards are valid for a period of [36] months from the date of issue. The expiry date of Your Card is printed on its front. You will not be able to use Your Card once it has expired, nor will you be able to use the funds in Your Card Account. We reserve the right to decline to issue a replacement Card.

9.2. If You do not request, nor have we provided you with a new Card following expiry of Your Card, any funds remaining in Your Card Account will remain for a period of six years from the Card expiry date. Your Card Account may be subject to a monthly maintenance charge (see the Fees Table for details). You may

contact Volopa Support to request Your funds be returned to You at any time within the six year period. The funds cannot be provided to you in the form of cash (notes and coins). Any funds remaining in Your Card Account after six years will not be refunded.

9.3. Your Card is valid for the period stated on the Card, unless its use is terminated earlier by Us or You in accordance with these Terms and Conditions.

9.4. If You ask, We may replace a damaged Card, in this circumstance a fee may apply (see the Fees Table for details). You will be asked to provide Us with Your Card number and other information so that We can identify You.

## 10. Refunds

10.1. If You receive a refund of sums paid for goods and services on Your Card, the refund amount will be added to the balance in Your Card Account.

## 11. Keeping your Card Account and Card safe

11.1. You must keep Your Card safe. Your Card is personal to You and You must not give it to anyone else to use. You must take all reasonable precautions to prevent fraudulent use of Your Card and to keep your Card Account ID Information confidential and secure. This includes ensuring the ongoing security of your Card Account ID Information and your personal computer device for accessing the Internet.

11.2. You will receive a PIN for Your Card and You must keep Your PIN safe. This means that when You receive Your PIN You must memorise it. You must keep Your PIN secret at all times. You must not disclose Your PIN to anyone including friends, family or Merchant staff. You must comply with the security procedures we tell you about from time to time.

11.3. If You suspect that someone else knows Your PIN or Your Card Account ID Information, or either they or Your Card have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change Your PIN and password as soon as possible. You must contact Volopa Support without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of your Card or Card Account ID Information. Any undue delay in notifying Us may not only affect the security of Your Card Account but may result in You being liable for any losses as a result where Your failure to notify Us is intentional or grossly negligent. If You suspect that Your Card was used or Your Card Account was accessed by someone else, You should also contact the police and report the incident. You can change Your PIN at most ATM's by selecting the "PIN Services" option. If You forget Your PIN You can access it by contacting Volopa Support.

11.4. Without prejudice to our rights under section 15.7, we may suspend your Card and / or your Card Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Card or the Card Account or any of their security features or if we reasonably suspect that an unauthorised or fraudulent use of your Card or Card Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

11.5. If we think your Card or Card Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.

## 12. Liability

12.1. In the case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, refund the payment amount including all fees deducted therefrom. This shall not apply:

a. where the unauthorised payment arises from your failure to keep the personalised security features of your Card or Card Account safe in accordance with section 11 of these Terms and Conditions, in which case you shall remain liable for the first £35 GBP (or equivalent in the currency of your Card Account) unless section 12.1 (c) applies;

b. if you fail to notify us without undue delay of any loss of your PIN or Card Account ID Information or other event that could reasonably be expected to have compromised the security of your Card or Card Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;

c. if the transaction was unauthorised but you have acted fraudulently or compromised the security of your Card or Card Account with intent or gross negligence, in which case you shall be solely liable for all losses; or

d. if you fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within 13 months from the date of the transaction.

12.2. In all other circumstances our liability will be limited to repayment of the amount of the funds in Your Card Account.

12.3. Unless you have acted fraudulently, section 12.1(a) shall not apply to transactions made after you have notified us in accordance with section 11.3 where we have failed to provide you with appropriate means for notification or we are required to use strong customer authentication but fail to do so, in which case we shall remain liable and refund any unauthorised transaction to you as soon as practicable.

12.4. Without prejudice to the foregoing, you are asked to check the transactions history of your Card Account regularly and frequently and to contact Customer Service immediately in case you have any questions or concerns.

12.5. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

12.6. Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

12.7. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

12.8. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

12.9. Our obligation under these Terms and Conditions is limited to providing you with a Card, a Card Account and related payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by any merchant or intermediary.

12.10. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of your Card or Card Account or services provided in these Terms and Conditions.

12.11. Re-imburement. You agree to defend, reimburse or compensate us and hold us and our other companies in our corporate group harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your or your agents' breach of these Terms and Conditions, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

13. Lost or stolen cards and unauthorised Transactions

- 13.1. You should treat the value on Your Card like cash in a wallet. If Your Card is lost or stolen or there is unauthorised use of Your Card, You may lose some or all of the value on Your Card Account in the same way as if You lost cash.
  - 13.2. If You believe that any Transaction posted to Your Card is unauthorised, has been posted in error or is otherwise incorrect, You must also let Us know without undue delay by contacting Volopa Support. We may require You to provide details of Your complaint in writing.
  - 13.3. You may be required to help Us, Our agents or any enforcement agency, at Our request, if Your Card is lost or stolen or if We suspect Your Card is being misused.
  - 13.4. If Your Card is reported lost or stolen We will cancel it and may issue a new one. A fee may apply (see the Fees Table for details).
  - 13.5. If You find Your Card after You have reported it lost, stolen or misused, You must destroy it and inform Us immediately.
  - 13.6. No refund will be made until any investigation that We need carry out is complete. We reserve the right not to refund sums to You if We believe that You have not acted in accordance with these Terms and Conditions.
14. Statements
    - 14.1. You can view Your Card Account balance and Transactions, together with the date of receipt or transmission (the credit or debit value date), the fees charged and, where applicable, any exchange rate used .on the Website at any time. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your Card Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service. You are responsible for keeping Your log on details secret. If You believe someone else is using Your log on details or may know them You must contact Volopa Support immediately.
    - 14.2 You can log into your Card Account and download and/or print a copy of your transaction history at any time.
15. Cancellation, termination and suspension
    - 15.1. You may cancel Your Card and Card Account up to 14 days after You receive Your Card ('the Cancellation Period'), without reason, by contacting Volopa Support. We will not charge You a cancellation fee. We will require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions. The purchase price of the Card (Card Fee) will not be refundable.
    - 15.2. Depending on the method by which You choose to have Your remaining Card Account balance refunded, a fee may be charged which will be deducted from the balance of Your Account (see the Fees Table for details).
    - 15.3. You may cancel Your Card at any time and without an additional charge i. during the Cancellation Period (see Section 15.1 above) or ii. if You disagree with a change we intend to make to these Terms and Conditions. You may also cancel Your Card at any time for any reason, however a cancellation fee may apply (see the Fees Table for details).
    - 15.4. To cancel Your Card You must notify Volopa Support. Outside of opening times, You must use the Lost or Stolen automated telephone service to cancel Your card, the number for which can be found on the Website. You will be responsible for any Transaction You have made or charges incurred before You cancelled Your Card. Once We have been notified by You, We will block the Card straight away so it cannot be used.



- 15.5. When Your Card is cancelled You must destroy it by cutting it in half through the chip and magnetic strip.
- 15.6. We can terminate Your Card at any time if We give You two months' notice and refund any remaining funds to Your nominated bank account.
- 15.7. We can suspend or terminate these Terms and Conditions with You and suspend, restrict or terminate Your use of Your Card (including any replacement) immediately if:
- a. You are in breach of these Terms and Conditions;
  - b. You violate or We have reason to believe that You are in violation of any law or regulation that is applicable to Your use of Your Card or Card Account;
  - c. We have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;
  - d. We can no longer process Your Transactions for any legal or security reason or due to the actions of any third party;
  - e. You refuse to co-operate in an investigation or to provide adequate identity or security information or documentary evidence for verification when requested;
  - f. We have reason to believe that Your Card, Card Account or conduct poses a security, credit, fraud, business or reputational risk to Us;
  - g. We need to do so in order to comply with applicable law or regulation or Mastercard rules;
  - h. We are required to do so by any applicable regulatory body; or
  - i. You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Card Account.
- 15.8. These Terms and Conditions will terminate in the event of Your death.
- 15.9. If there is a positive balance in Your Card Account at the time Your Card Account is closed for any reason, these remaining funds will be returned to You by the method You instruct (less the applicable fees) provided the funds are not subject to any restriction.
- 15.10. Any funds which remain unclaimed for a period of six years following closure of Your Card Account shall expire and be forfeited.
- 15.11. We can suspend Your Card at any time with immediate effect if:
- a. We discover that any information You have provided is incorrect or incomplete; or
  - b. a Transaction has been declined because of lack of available value in Your Card Account.
- 15.12. If any Transaction, fee or charge is found to have been incurred using Your Card following cancellation or termination, You agree to pay all such sums to Us immediately on demand.
16. Personal data
- 16.1. You explicitly consent to Us accessing, processing, and retaining any information You provide to Us, for the purposes of providing payment services to You. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing Your Card Account. If You withdraw consent in this way, We will cease using Your data for this purpose, but may continue to process Your data for other purposes where We have other lawful grounds to do so, such as where We are legally required to keep records of Transactions.

16.2 The processing of Your personal data is governed by Our privacy policy which can be found at <https://www.paysafe.com/privacy-policy/>. By accepting these Terms and Conditions, You also agree to the terms of Our privacy policy.

#### 17. Your details

17.1. You must let Us know as soon as possible if You change Your name, address, telephone number or email address. If We contact You in relation to Your Card, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Card and wish to send You a refund, We will use the most recent contact details You have provided to Us. Any email to You will be treated as being received as soon as it is sent by Us.

17.2. We will not be liable to You if Your contact details have changed and You have not told Us.

#### 18. Complaints procedure

18.1. If You are not satisfied with the service You are receiving You should provide written details of Your concerns to Volopa Support. All queries will be handled in accordance with Our complaints procedure. Volopa Support will provide a copy of the complaint procedure upon request.

18.2. If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service.

18.3. You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For additional contact details you may visit the Financial Ombudsman Service's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### 19. Customer services

19.1. The Volopa Support department is open from 9 a.m. to 5 p.m. (English time), Monday to Friday (inclusive) (excluding public holidays in England). A Lost and Stolen reporting service is available 24 hours a day, 7 days a week. We may record any conversation You have with Volopa Support for training and/or monitoring purposes. Volopa Support will be provided by Volopa acting on behalf of Paysafe Financial Services Limited.

#### 20. General

20.1. In these Terms and Conditions, headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.

20.2. You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Terms and Conditions. You agree that We may transfer or assign Our rights or novate Our obligations under these Terms and Conditions at any time without prior written notice to You and without Your further consent. If You do not want to transfer to the new Card Issuer You may contact Us and We will terminate Your Card and Card Account. Any balance remaining in Your Card Account will be returned to You in accordance with Our redemption procedure.

20.3. We may subcontract any of Our obligations under these Terms and Conditions.

20.4. These Terms and Conditions are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. In the event that any part of these Terms and Conditions are held not to be enforceable, this shall not affect the remainder of these Terms and Conditions which shall remain in full force and effect.

20.5. You will remain responsible for complying with these Terms and Conditions until Your Card and Your Card Account are closed (for whatever reason) and all sums due under these Terms and Conditions have been paid in full.

- 20.6. These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Card and Card Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.
- 20.7. These Terms and Conditions are governed by the laws of England and Wales. You agree to the non-exclusive jurisdiction of the courts of England and Wales.

# VOLOPA LIFESTYLE PROGRAMME TERMS AND CONDITIONS

These terms and conditions apply to the Lifestyle feature of Your prepaid Card.

You must read these Lifestyle Terms and Conditions carefully. By using Your Card and opting in the Volopa Lifestyle Programme You will be deemed to have accepted these Lifestyle Terms and Conditions in addition to Your Prepaid Card Terms and Conditions. If You do not accept these Lifestyle Terms and Conditions You should not opt in the Lifestyle feature of Your Card.

Your Card is issued by and is the property of Paysafe Financial Service Limited (registered number 4478861), 25 Canada Square, London E14 5LQ. Paysafe Financial Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900015. Your Card is not transferable.

The Lifestyle feature of Your prepaid Card is offered and managed by Volopa Financial Services (Scotland) Limited, incorporated and registered in Scotland with company number SC399401 whose registered office is at Maclay Murray & Spens LLP, 1 George Square, Glasgow, G2 1AL.

## 1. INTERPRETATION

1.1 All terms defined in Your Prepaid Card Terms and Conditions shall, unless expressly stated to the contrary or if the context otherwise requires, bear the same meaning when used in these Lifestyle Terms and Conditions. In the event of any conflict between these Lifestyle Terms and Conditions and the Prepaid Card Terms and Conditions, Your Prepaid Card Terms and Conditions shall, to the extent of this inconsistency, prevail.

1.2 The following additional definitions apply in these Lifestyle Terms and Conditions:

“Cardholders” means persons to whom a Card has been issued.

“Cashback Merchants” means Merchants participating in the Volopa Lifestyle Programme who have been reviewed and approved to provide Cashback Offers to You.

“Cashback Offers” means cashback rewards and discounts provided by Merchants in exchange for purchasing goods and/or services with your Card after you have opted in the Volopa Lifestyle Feature.

“Volopa Lifestyle Feature” means the Volopa Lifestyle Programme and related digital content through which You have access to Cashback Offers made available by Cashback Merchants.

“Volopa” means Volopa Financial Services (Scotland) Limited, incorporated and registered in Scotland with company number SC399401 whose registered office is at Maclay Murray & Spens LLP, 1 George Square, Glasgow, G2 1AL.

“Lifestyle Terms and Conditions” means these terms and conditions and any supplementary terms and conditions and amendments to them that Volopa may notify You of from time to time, excluding the Prepaid Card Terms and Conditions.

“Prepaid Card Terms and Conditions” means the terms and conditions between You and Paysafe Financial Services Limited for the Mastercard® Volopa Lifestyle Consumer or Corporate multi-currency prepaid Card issued to You in the form of a physical, digital, or virtual card together with the Fees Table and any supplementary terms and conditions and amendments that we may notify you of from time to time.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Any words following the terms including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. THESE TERMS

2.1 These are the terms and conditions on which Volopa provide the Volopa Lifestyle Feature. By opting in and using the Volopa Lifestyle Feature you agree to be bound by these Lifestyle Terms and Conditions.

2.2 Please read these Lifestyle Terms and Conditions carefully before you use our Volopa Lifestyle Feature. These terms tell you who Volopa is and how we will provide the Volopa Lifestyle Feature, what to do if there is a problem and other important information.

## 3. HOW TO CONTACT US

You can contact the Volopa Support department by:

Telephone: +44 (0)333 400 1287 available 09:00 to 17:00 Monday to Friday excluding Public holidays in England;

Email: support@volopa.com or;

Post: 22 South Audley Street, London, W1K 2NY.

## 4. HOW WE MAY CONTACT YOU

If we have to contact You we will do so by telephone or by writing to you at the email address or postal address you provided to Us in your application for a Card.

## 5. ELIGIBILITY

To be eligible to receive and use the Volopa Lifestyle Feature you must be a Cardholder.

## 6. THEVOLOPA LIFESTYLE FEATURE

6.1 The Volopa Lifestyle Feature is currently a free service however we reserve the right to charge for the Volopa Lifestyle Feature in the future.

6.2 We may notify you about cashback offers made available by Cashback Merchants by means of a mobile application including app notifications, the Volopa Website and/or by sending an email or SMS message to the email address or mobile phone number respectively that are registered on Your Card Account, at our discretion.

6.3 We may change these Volopa Lifestyle Terms and Conditions including without limitation introducing or changing fees for the Volopa Lifestyle Feature, from time to time. Volopa will provide You with at least two months' notice before the proposed change comes into effect, however changes that make these Volopa Lifestyle Terms and Conditions more favorable to You or have no adverse effect on your rights shall come into effect immediately if so stated in the change notice. All such changes will be posted on the Website and shall be notified to You by sending an email to the email address registered with Your Card Account.

6.4 We reserve the right to change, suspend or terminate the Volopa Lifestyle Feature and/or Your ability to receive cashback from Cashback Merchants with immediate effect:

(a) if we believe:

(i) you are abusing the Volopa Lifestyle Feature or the Cashback Offers; or

- (ii) there has been any fraudulent activity in connection with, or misuse of, your Card;
  - (b) to deal with any technical problems or unforeseen technical updates; or
  - (c) to comply with applicable laws and regulations.
- 6.5 The up-to-date version of these Volopa Lifestyle Terms and Conditions will be posted on the Website alongside Your Prepaid Card Terms and Conditions. You should check the Website regularly so that You can see the latest version. You will be bound by these Volopa Lifestyle Terms and Conditions and any amendments made to them. We recommend that you print off a copy of these Volopa Lifestyle Terms and Conditions to keep for your records.
- 6.6 You will be deemed to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect. In such circumstance, we will treat Your notice to Us as a notification that You wish to opt out of the Volopa Lifestyle Feature and terminate Your Card and Card Account as per the terms of the Prepaid Card Terms and Conditions. You no longer will be able to benefit from the Cashback Offers. You would still be eligible to benefit from Cashback Offers related to purchases prior to Your notification.
7. CASHBACK OFFERS
- 7.1 We do not give any guarantees or warranties:
- (a) that there will be any participating Cashback Merchants; or
  - (b) in respect of the products and/or services provided by Cashback Merchants in connection with their Cashback Offers.
- 7.2 Each Cashback Offer shall be subject to the terms and conditions of the Cashback Merchant providing the offer, including as to the amount of cashback, time for payment, duration of the offer and any other limitations.
- 7.3 Cashback Merchants may be replaced or removed by Volopa from the Volopa Lifestyle Programme, and Cashback Offers may be withdrawn or amended, in each case for any reason and at any time.
- 7.4 Volopa has the right to decide whether to make a Cashback Offer available to You which may be determined by the type of Card you have or any other factor as decided by Volopa at its absolute discretion.
8. RECEIVING CASHBACK
- 8.1 To make use of the Cashback Offers you must purchase a good or service with your Card from a Cashback Merchant in accordance with their terms and conditions relating to such Cashback Offer. The terms and conditions of the Cashback Merchant can be obtained upon request from Volopa.
- 8.2 Any and all cashback you earn pursuant to a Cashback Offer is payable by the Merchant whose Cashback Offer you have redeemed and, subject to clause 8.4, will be paid into your Card Account.
- 8.3 Payment under clause 8.2 will be made in accordance with the Cashback Merchant's terms and conditions relating to their Cashback Offer.
- 8.4 You will not be entitled to, and we may retain, your pending cashback earnings if on the due date for payment of that cashback payment would cause a breach of any applicable law, regulation or court order.
9. OUR LIABILITY: PLEASE READ CAREFULLY
- 9.1 We shall not have any liability to You by reason of or otherwise in connection with:
- (a) exercising our rights under these terms and conditions;
  - (b) the products and/or services provided to You by Cashback Merchants;

(c) any action or omission of a Cashback Merchant, including non-payment of cashback due from a Cashback Offer; or

(d) any fact or circumstance outside of our control.

9.2 If we fail to comply with these Volopa Lifestyle Terms and Conditions, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We will not be responsible for any loss or damage you suffer that is not foreseeable.

9.3 We will not be liable for damage to any device belonging to You caused by digital content which we have supplied if You could have avoided that damage by following Our advice to apply an update offered to You free of charge or for damage which was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9.4 If you use the Volopa Lifestyle Feature for any commercial, business or re-sale purpose, we will have no liability to You for any indirect loss, consequential loss, loss of profit, loss of business, business interruption, or loss of business opportunity.

9.5 Paysafe Financial Services Limited shall have no liability under these Volopa Lifestyle Terms and Conditions, including liability that arises from or is related to the offering and management of the Volopa Lifestyle Feature and the associated Cashback Offers. Paysafe Financial Services Limited liability to You shall be outlined solely in accordance with Your Prepaid Card Terms and Conditions.

## 10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 You explicitly consent to Us accessing, processing, and retaining any information You provide to Us, for the purposes of providing the Volopa Lifestyle Feature to You. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing Your Card Account as per the Prepaid Card Terms and Conditions. If You withdraw consent in this way, We will cease using Your data for this purpose, but may continue to process Your data for other purposes where We have other lawful grounds to do so.

10.2 The processing of Your personal data by Volopa is governed by Volopa's privacy policy which can be found at <https://www.volopa.com/terms/Privacy%20Notice%2020180628.pdf>. By accepting these Volopa Lifestyle Terms and Conditions, You also agree to the terms of Volopa's privacy policy.

## 11. YOUR DETAILS

11.1 You must let Us know as soon as possible if You change Your name, address, telephone number or email address. If We contact You in relation to Your Volopa Lifestyle Feature, for example, to notify You that We will be changing the Terms and Conditions We will use the most recent contact details You have provided to Us. Any email to You will be treated as being received as soon as it is sent by Us.

11.2 We will not be liable to You if Your contact details have changed and You have not told Us.

## 12. COMPLAINTS PROCEDURE

12.1 If You are not satisfied with the service You are receiving You should provide written details of Your concerns to Volopa Support. All queries will be handled in accordance with the Volopa complaints procedure. Volopa Support will provide a copy of the complaint procedure upon request.

12.2 If we are unable to resolve Your complaint, You may contact the Financial Ombudsman Service.

12.3 You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For additional contact details you may visit the Financial Ombudsman Service's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 13. OTHER IMPORTANT TERMS

- 13.1 You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Volopa Lifestyle Terms and Conditions. You agree that Volopa may transfer or assign our rights or novate our obligations under these Volopa Lifestyle Terms and Conditions at any time without prior written notice to You and without Your further consent. If you object to such assignment or novation, we will terminate Your Card and Card Account. Any balance remaining on Your Card will be returned to You in accordance with Your Prepaid Card Terms and Conditions.
- 13.2 We may subcontract any of our obligations under these Volopa Lifestyle Terms and Conditions.
- 13.3 These Volopa Lifestyle Terms and Conditions are subject to amendment, modification or deletion of required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. Each of the clauses of these Volopa Lifestyle Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unenforceable, the remainder of these Volopa Lifestyle Terms and Conditions shall remain in full force and effect.
- 13.4 Any delay of Failure by us to exercise any right or remedy under these Volopa Lifestyle Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop us from exercising Our rights at any subsequent time.
- 13.5 You will remain responsible for complying with these Volopa Lifestyle Terms and Conditions until Your Card and Your Card Account are closed or the Volopa Lifestyle Feature is disabled on Your Card (for whatever reason) and all sums due under these Volopa Lifestyle Terms and Conditions have been paid in full.
- 13.6 These Volopa Lifestyle Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England.
- 13.7 The courts of England shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or