

# CORPORATE EXPENDITURE PREPAID CARD TERMS AND CONDITIONS

These Terms and Conditions set out the agreement between Us and You under which We will provide You with Cards for use by Your Employees.

You must read these Terms and Conditions carefully. By using a Card Account and authorising Employees to use Cards issued under these Terms and Conditions 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 Account or authorise Employees to use Your Cards.

Your Card Account and each Card issued by Us 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 authorised by the Financial Conduct Authority under registration number FRN: 900015. Neither You nor any Employee may resell a Card and it is not transferable to anyone else.

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

## 1. Definitions

"Business Purposes" means the purchase of, or payment for, goods and/or services required by an Employee in the course of their employment with You, and solely for Your legitimate business purposes.

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

"Card Account" means an electronic money account held by You in Your name with Us and to which one or more Cards is linked as agreed between You and Us.

"Card Currencies" means the currencies held on the card.

"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)

"Employee" means any employee or (provided the Card is issued within the EEA) contractor You authorise to use a Card to make transactions using the funds in a Card Account.

"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 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 payment cards displaying the Mastercard® acceptance symbol in return for such goods and /or services.

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

"Terms and Conditions" means these terms and conditions together with Fees Table and any supplementary terms and conditions and amendments to them that We (or Volopa on Our behalf) 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 using a Card, or any action which alters the balance of a 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)

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

"You" or "Your" means the corporate entity entering into these Terms and Conditions, being a client of Volopa which wishes to provide Cards to its Employees.

## 2. Fees

2.1 Your use of Your Card is subject to the fees and charges set out in the Fees Table. These fees and charges are part of these Terms and Conditions. Our fees and 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 fees may be charged by the ATM provider. Any such fees would be in addition to the fees set out in the Fees Table. We may deduct any fees and charges You owe Volopa under Your agreement with them (If applicable) from Your Card Account if and as provided for under such agreement.

2.2. Any 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 and such other means We agree with You (either directly or via Volopa). Changes to exchange rates can be made immediately and without notice.

3.2. You will be bound by these Terms and Conditions and any amendments made to them.

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 these Terms and Conditions immediately and We will refund any balance on a Card Account in the base currency of the Card. Any non-base currencies residing on the card will be converted at the then current Card Currency Exchange Rate and standard currency exchange charges will apply.

## 4. Scope of these Terms and Conditions

4.1. These Terms and Conditions govern the use of each Card issued under these Terms and Conditions and each Card Account. The funds for all Transactions are held in a Card Account as electronic money and no interest will be paid on these. When You or an Employee make a Transaction using a Card the value of the Transaction will be deducted from a Card Account and used to complete the Transaction.

4.2. Each Card is a prepaid card and the funds loaded onto each Card are known as electronic money. The Card is not a credit card, charge card or a debit card. An Employee whom You authorise to use a Card can only spend up to the available balance or, if lower, any spending limit that has been applied to the Card. All Cards are issued by Us to You pursuant to a licence from Mastercard®.

- 4.3. Although Our activities are regulated by the Financial Conduct Authority, neither a Card nor a Card Account is covered by the Financial Services Compensation Scheme. However the funds in a 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.
- 4.4 You may permit an Employee whom You have identified to Us (or to Volopa on Our behalf) as an authorised user of a Card to use the Card to access the funds in Your Card Account in accordance with any spending limit referred to in clause 4.2. You will be responsible for such Employee's use of the Card. You will continue to be considered the holder of the electronic money stored on the Card Account and the holder of the Card. For the purposes of these Terms and Conditions You are deemed to consent to all Transactions that are consented to by an Employee using a Card of which they are the authorised user.
- 4.5 You remain responsible for the use of each Card by an Employee and You must make sure that each Employee uses the Card and performs other related actions in accordance with these Terms and Conditions.
- 4.6 You must also make sure that each Employee:
- (a) complies with any user guide or other instructions reasonably issued by Us in connection with the use of a Card;
  - (b) ensures that any personal data and other information they provide is accurate and up-to-date; and
  - (c) complies with all applicable security procedures notified by Us (or Volopa on Our behalf) to You or the Employee and keeps safe and secure any passwords and PINs provided to them in relation to a Card.
5. Cards issuance and relationship with Employees
- 5.1. To use a Card an Employee must be at least 18 years old. Before We can issue a Card to You We will need to know certain information about the Employee who will use the Card including their name and address. We may use third parties to obtain this information and carry out checks on Our behalf, which may include using credit reference agencies. However, a credit check is not performed and an Employee's credit rating will not be affected.
- 5.2 You must obtain Employees' consents to the use and disclosure of their personal data as provided for in clause 5.1 and as otherwise required in order for Us to exercise Our rights and meet Our obligations under these Terms and Conditions. Where Employees contact You in relation to the holding or other processing of their personal data by Us or on Our behalf as data controller (as such expressions are defined in the Data Protection Act 1998), You shall promptly (and in any case within two business days) provide Us, or Volopa on Our behalf, with full details of such contact. The processing of personal data by Us 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.
- 5.3. We reserve the right to refuse to issue a Card and we are not obliged to provide you with a reason for this.
- 5.4 As noted in clause 4, We will issue Cards to You and not to the Employee. However, on each Card We issue there will be printed the name of the Employee whom You have identified as the individual authorised by You to use the Card and at your direction Cards may be delivered directly to Employees. The Employee must sign the Card as soon as they receive it. Activation instructions are set out on the packaging that the Card is attached to. The Card cannot be used until this action is performed.
6. Loading Your Card
- 6.1. Funds can be loaded in to a Card Account by You by company debit card or bank transfer to a bank account held by Us, details of which shall be notified to You by Volopa.

- 6.2. We reserve the right to refuse to accept any particular load transaction.
7. Use of a Card
- 7.1. You and Employees can use Cards to purchase goods and services withdraw cash at an ATM or over the counter at a financial institution anywhere Mastercard® is accepted, 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 or the Employee's responsibility to check for these charges before proceeding with the Transaction.
- 7.4. A Card is not and cannot be used as a credit card, credit line, overdraft protection, or a generally accepted debit card or deposit account. A Card cannot be used to make purchases that exceed the available balance on the corresponding Card Account, to make payment on any account or loan, or to make recurring payments.
- 7.5. A Card must only be used for Business Purposes.
- 7.6. A Card cannot be exchanged or refunded for cash.
- 7.7. Some Merchants add a surcharge for using certain types of cards and may apply additional terms and conditions of business. It is Your responsibility to check (or procure that the Employee checks) before proceeding with a Transaction.
- 7.8. Neither you nor Employees may use a Card to make Transactions which exceed the balance of available funds on the related Card Account. You are responsible for ensuring that You have sufficient funds to cover Transactions authorised or made by You or an Employee and we reserve the right to decline to authorise a Transaction where you do not do so. If a Transaction on a Card exceeds the available balance on the Card Account, 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 in relation to the overspend.
- 7.9. 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 account You hold with Us and against any funds which You subsequently paid into Your Card Account or other account You hold with Us. We may suspend any Cards issued to You until We are reimbursed the overspend amount.
- 7.10. Merchants such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You or an Employee may spend or for which You or the Employee may require authorisation. The estimate may be for greater than the amount You or the Employee actually spends or is charged, for example at restaurants an Employee should allow for the possibility of an additional charge of normally up to 20% of the value of the bill to allow for any service charge added by the restaurant. 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 held for up to 30 days 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.
- 7.11. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Volopa. Any refunds for goods or services purchased with a Card may only be returned as a credit to the Card. Neither You nor the relevant Employee is entitled to receive refunds in cash.

7.12. We accept no responsibility for the goods or services purchased with a Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You or an Employee have authorised Your Card to make a purchase, We cannot stop that Transaction.

7.13. Authorising Transactions:

- a. A Card Transaction will be regarded as authorised by You where You or an Employee whom You have notified as an authorised user of the Card authorises the Transaction at the point of sale by following the instructions provided by the Merchant to authorise the Transaction, which includes:
  - i. entering the 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; or
  - 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) after the time We have received it. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You or as appropriate the Employee 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.

7.14 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.

7.15 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 a Card is used to purchase goods or services or withdraw cash in a currency other than one of the Card Currencies, then the amount of the Transaction will be converted to the currency of the 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), which are not set by US. 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 Cards
  - 9.1. Once activated, Cards are valid until the end of the month of expiry as printed on the Card front. A Card cannot be used once it has expired. We reserve the right to decline to issue a replacement Card.
  - 9.2. When Our agreement with You (under these Terms and Conditions) ends in relation to one or more Card Accounts, You have a right by law to the return of any funds remaining in the account(s) for a period of six years. Pursuant to that, Volopa may arrange on Our behalf that this is automatically returned to You (including to your nominated bank account), or You may contact Volopa to request Your funds be returned to You at any time within the six year period. If a redemption request is made prior to expiry of a Card a redemption fee will be due and payable by You at the time of redemption, and will be deducted from the remaining funds returned to You (see the Fees Table for details). The remaining funds will be remitted to You in accordance with the instructions provided by You in the redemption form, which will be provided by Volopa. A request for redemption may take up to 30 days to process, though Volopa will make reasonable efforts to process the request sooner. Any funds remaining in Your Card Account after six years will not be refunded.
  - 9.3. A 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. Replacements for lost, stolen or damaged cards may be requested from Volopa Support.
10. Refunds
  - 10.1. Any refund of sums paid for goods and services using a Card will be added to the balance in Your Card Account.
11. Keeping Your Card Account and Card safe
  - 11.1. You and Employees must keep Cards safe. Each Card is personal to You and You must not give it to anyone else to use except for an Employee You have notified Us is an authorised user, and the Employee must not give it to anyone else to use. You and the Employee must take all reasonable precautions to prevent fraudulent use of the 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. We may as appropriate send You or the Employee a PIN for a Card and You or the Employee must keep the PIN safe. You must comply with the security procedures we tell you about from time to time.
  - 11.3. If You or the Employee suspect that someone else knows the 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 or as appropriate the Employee can change it at most ATM's by selecting the "PIN Services" option. You must contact the Customer Services 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
  - 11.4. Without prejudice to our rights under section 15.4, 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 a Card like cash in a wallet. If a Card is expired, lost, stolen or damaged or there is unauthorised use of a 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 or an Employee believe that any Transaction posted to a Card is unauthorised, has been posted in error or is otherwise incorrect, You or as appropriate the Employee must also let Us know without undue delay by contacting Volopa Support. We may require You and the Employee to provide details in writing.
- 13.3. You or the Employee may be required to help Us, Our agents or any enforcement agency, at Our request, if a Card is lost or stolen or if We suspect a Card is being misused.
- 13.4. If a Card is reported lost or stolen We will cancel it and may issue a new one.
- 13.5. If You or an Employee finds a Card after You or the Employee has reported it lost, stolen or misused, You or as appropriate the Employee 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 Card Account balances 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 Card Account 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 a Card at any time and without penalty if You disagree with a change We intend to make to these Terms and Conditions. You may also cancel a Card at any time, for any reason in which case a redemption fee may apply (see Fees Table for details) and will be due and payable by You at the time of redemption, and will be deducted from the remaining funds returned to You. The remaining funds will be remitted to You in accordance with the instructions provided by You in the redemption form, which will be provided by Volopa. A request for redemption may take up to 30 days to process, though Volopa will make reasonable efforts to process the request sooner.
- 15.2. To cancel a 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 Website. You will be responsible for any Transaction You or an authorised Employee have made using the Card. Once We have been notified by You, We will block the Card straight away so it cannot be used.
- 15.3. We can cancel a Card or Card Account at any time and without reason if We give You two months' notice and refund any remaining funds to Your nominated bank account.



- 15.4. We can suspend, restrict or terminate use of a Card (including any replacement) or Card Account immediately if:
- a. You are in breach of these Terms and Conditions;
  - b. You violate or We have reason to believe that You or an Employee 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 or an Employee 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 (or that of an Employee) 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.
- 15.5. We can suspend any Cards at any time with immediate effect if a. We discover that any information You or an Employee has provided is incorrect or incomplete; or b. if a Transaction has been declined because of lack of available value in Your Card Account.
- 15.6. Transactions using a Card will be automatically declined once a Card is cancelled or expired.
16. Your details
- 16.1. You must let Us know as soon as possible if Your contact details change. If We contact You in relation to a Card, for example, to provide notice of a change in these Terms and Conditions or cancellation of a Card and an intention to send You a refund, We will use the most recent contact details You have provided to Us. Any e-mail to You will be treated as being received as soon as it is sent by Us.
- 16.2. We will not be liable to You if Your contact details have changed and You have not told Us.
17. Personal Data
- 17.1 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.
- 17.2 You acknowledge and accept that: (i) when speaking to our Customer Services agents, Your call may be monitored and/or recorded for quality assurance, training and security and fraud protection purposes; (ii) for fraud and security purposes Your records are kept by Us even after Your Card Account is closed; and (iii) for identity validation and verification purposes, the following information may be provided to Merchants with whom You make a Transaction: name, Account number, jurisdiction, country of residence, nationality, residential address, postal code, email address, date of birth, and/or IP address.
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.

- 18.2. If We are unable to resolve Your complaint, You might be entitled to contact the Financial Ombudsman Service.
- 18.3. The Financial Ombudsman Service can be contacted 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. Volopa contact details
- 19.1. The Volopa Support department is open from 9 a.m. to 5 p.m. (UK time), Monday to Friday (inclusive) (excluding public holidays in the England). Support services will be provided to You by Volopa acting on behalf of Us.
- 19.2. "Volopa Support" contact details and opening hours can be found on the Volopa web site, [www.Volopa.com](http://www.Volopa.com)
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. Without prejudice to Your ability to notify us that an Employee is authorised to use a Card, You may not transfer, novate, assign, subcontract or delegate any rights and/or benefits under these Terms and Conditions.
- 20.3. We may transfer, novate, assign, subcontract or delegate Our rights and benefits and obligations at any time without prior written notice to You and without Your further consent. If You do not want such a transfer to take place You may contact Us and We will terminate all Your Cards and Card Accounts. Any balance remaining in Your Card Account will be returned to You in accordance with Our redemption procedure.
- 20.4. 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 all Cards and Card Accounts 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 or as appropriate an Employee in respect of a Card or Card Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority in the event of dispute or interpretation.
- 20.7. These Terms and Conditions are governed by the laws of England and Wales and 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