

## **Terms and Conditions – Purchase of an eMoney eVoucher**

### **Introduction**

#### **Emexpay e-Vouchers**

Emexpay e-Vouchers are virtual accounts operated through a CFS-ZIPP licensed secure website, mobile phones or accessed through web access via a tablet.

The e-Vouchers are provided by the CFS-Zipp Technologies Limited (Company No. 09269042) in the UK and Europe and issued by CFS-Zipp Limited. CFS-Zipp is authorised and regulated by the Financial Conduct Authority under the Electronic Money Regulations 2011 for issuing electronic money (Registration No. FRN: 900027).

Upon the purchase of an e-Voucher being accepted and an e-money account opened for you, the balance of e- money in your account will be held at any first class bank in a pooled client account until you redeem the e-Voucher. Your e-Voucher can be accessed via user name and password routine and or by eVoucher number and pin and viewed in the website on 24/7 365 days' basis subject to any downtimes for maintenance or to comply with the law.

The funds in the e-Voucher does not earn any interest.

Individuals may purchase e-Voucher to the extent available net of any pending obligations, by using the purchase facilities provided on the payment page. The payment options are determined by the country of the customer.

The e-Voucher solution allows a merchant to offer their customers a convenient and secure method to pay for product and services and provide a secure and non-refutable payment mechanism.

If these terms are updated all customers will be notified by email with 2 months' written notice. If you do not contact CFS-Zipp Limited, the new terms and conditions will be deemed as accepted. They will be notified that the new terms can be downloaded from the licensed e-Voucher web sites.

#### **Your e-Voucher account**

These terms and conditions apply to the purchase and use of the e-Voucher and your e-Voucher account. In these terms and conditions, the expressions "we", "us" and "our" are a reference to CFS-Zipp Technologies Ltd at registered office at 790 Uxbridge Road, Hayes, Middlesex, England, UB4 0RS, United Kingdom. The expression website refers to domain voucher.emexpay.com

If you do not accept these terms and conditions, you must refrain from using the website. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website, information on fees and charges, account and transaction types, special regulatory requirements and features and the user guide and FAQ's provided in this website.

You must be 18 years old or over in order to purchase an e-Voucher. If the e-Voucher is in the company's name you must be 18 years or older to be authorised to conduct transactions on behalf of the company. If you are under 18 years of age, you must not apply to become a registered user.

We reserve the right to amend these terms and conditions from time to time although the customer will be given 2 months' notice of any changes. Amendments will be effective after 2 months upon notification on this website and if you do not contact CFS-Zipp to object. Your continued use of the website following a 2-month notice period and such notification will represent an agreement by you to be bound by the terms and conditions as amended.

## **Purchase of an e-Voucher**

### **Definitions**

- (a) "bank card" refers to a Visa®, MasterCard®, American Express® or any other recognised credit card or debit card issued through or by a bank or building society;
- (b) "card issuer" refers to the issuer and owner of a bank card;
- (c) "prohibited purpose" refers to any unlawful purpose, including sending a payment to yourself as the Receiver;
- (d) "transaction" refers to each e-Voucher transaction that you initiate under, and each other use that you make of, the Emexpay E-Voucher;
- (e) "Emexpay E-Voucher", "we", "our" or "us" refers to a CFS-ZIPP Technologies Limited trading as Emexpay E-Voucher or any of our brands or our principal licensor CFS-Zipp Limited; and in references to "our negligence or fraud", includes any affiliate or agent of Emexpay E-Voucher when performing a task which would otherwise have to be performed by Emexpay E-Voucher in connection with its provision of the Emexpay E-Voucher; and, in the provisions listed below and in references to "our negligence or fraud", includes any affiliate or agent of Emexpay E-Voucher when performing a task which would otherwise have to be performed by Emexpay E-Voucher in connection with its provision of the service;
- (f) "Online Service" refers to any or all of the services which are made available by us by means of the Emexpay E-Voucher Online Shop;
- (g) "Online Site" or "Site" refers to the Website operated by us to provide a means to purchase an e-Voucher and related information facilities; and
- (h) "you" or "your" refers to any person who uses the Emexpay E-Voucher Online Site or the Emexpay E-Voucher Shop, whether as a Sender or as a Receiver.

### **Foreign Exchange**

The purchase of an e-Voucher will be made in a specific currency as stipulated in the description of the e-Voucher.

If you purchase in a different currency, then that currency is converted at the current rate of exchange into the currency of the e-Voucher. The rate of exchange is based on commercially

available interbank rates plus a margin. Most rates of exchange are adjusted several times daily in line with the relevant closing rate of financial markets globally.

However, in a few countries payment options could include delayed payments. If the purchase is based on an option where there is time delay for the receipt of the payment then the exchange rate noted above is only an estimate, and the actual exchange rate will be determined at the time of payment. Our exchange rate may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by us will be kept by us (and, in some instances, its Agents, mobile phone provider, or account provider) in addition to the transfer fees. Additional information about exchange rates for specific destination countries can be obtained by calling the number on our website.

### **Our Responsibility to You**

Our agreement with you is that we will take reasonable care to provide the facilities to purchase an e-Voucher. As such, we agree to provide you with the services and the related information facilities described from time to time on the Online Site.

We do not accept any responsibility to you for:

- the redemption of the e-Voucher;
- any conflict with regards to the product or service purchased from the merchant or any services provided by the merchant;
- malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
- any losses or delays in transmission of messages arising out of the use of any Internet access service provider or caused by any browser or other software which is not under our control;
- the services provided to you by your card issuer;
- viruses caused by third parties;
- errors on the Site or with the Online Service caused by incomplete or incorrect information provided to us by you or a third party;
- any unauthorised use or interception of any message or information before it reaches the Site;

or

- any unauthorised use of or access to data relating to you or your transactions which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data).

We have no obligation to you to initiate an e-Voucher purchase or any other financial transaction as part of the site if you breach any applicable law, order of a court or requirement of any regulatory or governmental authority, body or agency having jurisdiction over us, or if we otherwise consider such action necessary to protect our interests. However, if we refuse to provide the Online Service (in whole or in part) for any of these reasons, we will wherever practicable notify you that we have done so and, unless we are prevented from doing so for some legal reason, we will explain why we have done so.

We may suspend the operation of the Online Site or the Online Service in whole or in part if, in our absolute discretion, we consider it appropriate to do so by reason of any circumstances beyond our control. We undertake that if the services provided by the Online Site or the Online Service are interrupted (whether by us, any third party service provider or otherwise) for any reason we will take reasonable care to minimise the duration of any interruption. Provided we comply with this undertaking, we shall not be liable to you for any loss or liability which may be suffered or incurred by you as a result of any such interruption, even if caused by our negligence, except where any such interruption is caused by our fraud.

We reserve the right to change the Online Service without notice. We and our agents may refuse to provide the Online Service to any person without giving a reason, in particular to prevent fraud, money laundering or terrorist financing or to comply with any applicable law, order of a court or requirement of any regulatory or governmental authority.

We will generally communicate with you through the Internet and by e-mail. This does not affect your right to communicate with us by any other means.

### **Your Responsibility to Us**

You agree to pay our charges for each transaction which you initiate or request under the Online Service. Clear information explaining our charges can be viewed on our site, which provides the estimated cost of each transaction (inclusive of tax).

You acknowledge and agree that:

- when you register with us, you will provide us with true, accurate, current and complete information;
- you will maintain and promptly update such information to keep it true, accurate, current and complete;
- you will not use the Online Service for or in connection with any prohibited purpose;
- you will not initiate a transaction under the Online Service in breach of these Terms and Conditions or any other restriction or requirement of use described on the Online Site; and
- you are responsible for the security of your password and e-mail account log-in in.

You acknowledge and agree that information about you, and the services we provide to you, may be provided by us from time to time to regulatory or governmental authorities, bodies or agencies where we are required by law to do so, or if we determine that such disclosure may help to combat fraud, money laundering offences or other criminal activity.

You agree that you will generally communicate with us through the Internet and by e-mail. This does not affect your right to communicate with us by any other means.

Once you have purchased / registered as an e-Voucher account user you agree that on every future occasion of using this service that you agree to and abide by the up to date version of these Terms and Conditions. If you refuse to abide by the amended Terms and Conditions, we will close your account and make the relevant reimbursement deducting any administrative charges applicable.

### **Cancellation, Refunds and Administrative Charges**

Under laws relating to online contracts, you have a right to cancel your agreement with us at any time after you indicate your acceptance of our Terms and Conditions, subject to the terms of this clause. This right of cancellation continues until the expiry of fourteen days beginning on the day after your acceptance of our Terms and Conditions. You may cancel your agreement with us by:

1. Telephoning us on 020 8561 4250 from the UK or if you are outside the UK on +44 20 8561 4250
2. e-mailing us at [support@Emexpay.com](mailto:support@Emexpay.com) or support@cfszipptech.com

If you exercise your right to cancel before you have sent a money transfer order to us, your agreement with us will terminate and you will not be able use the Online Service to send any money transfer orders. We will not charge you any cancellation fee.

If you exercise your right to cancel after you have sent a money transfer order to us, we will reimburse you in accordance with below, save that we will not reimburse you the purchase of the e-Voucher if the e-Voucher has been redeemed before we receive your notice of cancellation.

Your right of cancellation under laws relating to online contracts is in addition to your cancellation rights under the terms of the e-Voucher. As an e-Voucher money holder you have the following rights:

- Emexpay E-Voucher will refund the principal amount of e-Voucher upon the holder's written request to the address above by letter or email if the e-Voucher has not been redeemed within 45 days.
- We will refund the transfer fee upon the holder's written request to the address above by letter or email if the e-Voucher is not able to be redeemed within three business days, subject to conditions beyond the control of Emexpay E-Voucher (or its Agents), such as regulatory requirements, inclement weather or telecommunications failure. Payment of some money transfers may be delayed as a result of the application of English or other applicable laws.

To the extent allowed by law, we may deduct an administrative charge from money transfers that are not picked up within one year of the send date.

### **Customer Service**

If you discover any errors or have any problems with or related to the Emexpay E-Voucher Shop Online Site or Emexpay E-Voucher site, you can contact us by telephoning us on 020 8561 4250 from the UK or if you are outside the UK on +44 20 8561 4250 or e-mailing us at [support@Emexpay.com](mailto:support@Emexpay.com) or support@cfszippech.com

### **Registration – Know your Customer**

You will be required to send us sufficient information with the purchase of the e-Voucher to enable us to identify you for all future transactions. If you purchase a voucher for greater than GBP250 or once the value of the e-Vouchers your purchase (not redeem) exceed the equivalent of GBP1,500 then you will receive a request from us to validate your registration details by forwarding the proper form of identification and proof of address documents as required. Your e-voucher account shall be locked and prevented from purchasing or redeeming any further vouchers until such KYC has been uploaded and verified by our compliance team. You agree to provide any documents as requested

by our compliance team that may be reasonably required to assess your ID, account details and transaction history.

### **Password and Security**

Each e-Voucher account can be accessed with a valid e-Voucher number and PIN issued to you at the time of purchase. You will also receive a temporary password which relates to your email address which you can also use to access your history and transaction details. You are responsible for maintaining the confidentiality of your password and e-mail login, e-Voucher numbers and PIN, and are fully responsible to us for all activities that occur under your account. You agree to immediately notify us if you are aware of any unauthorised use of your password or PIN or any other breach of security. Once you have told us that there has been an unauthorised use of your password or PIN, we will take immediate steps to try to prevent these from being used.

### **Disclosure of Account Information To Third Parties**

By accepting these terms, you declare and certify the authenticity, accuracy and completeness of the information supplied and/or contract signed, as well as all documentation and photocopies of documents supplied. To this end, you expressly authorise Emexpay E-Voucher and CFS-Zipp Technologies Ltd to conduct such checks and measures that may be appropriate before anybody, entity or person, public or private, in order to confirm the truthfulness of the information and/or documentation supplied along with this document.

By accepting these terms, you expressly authorise us to disclose your personal information with a third party, in order to examine the truthfulness and accuracy of the data contributed. Furthermore, you declare freely, unequivocally and specifically that you give your informed consent to us to communicate your personal information for the purposes of including them in a file to be shared with similar credit reference agencies if it transpires that the information and/or documentation supplied is lacking in truthfulness and accuracy.

In accordance with Data Protection Regulation you may exercise your right to access, rectify, cancel or refuse their personal information, by contacting us as detailed in our Privacy Policy.

### **Liability**

We will refund to you any benefit which we receive as a result of any breach of our agreement with you or other wrongdoing (this means that, for example, where a redemption has failed in such circumstances we will refund to you the principal sum and the service charge).

If any loss which you or a Merchant (who is not registered with us) suffers is not covered by a right to payment under the laws referred above, we will only accept liability for that loss up to a limit which is the greater of: (a) the amount of any service charge; and (b) GBP 200, unless otherwise agreed by us in writing.

Our cap on our liability only limits a claim for loss arising out of any single transaction or related transactions, or (if a loss does not arise out of a transaction or transactions) any single act, omission or event or related acts, omissions or events. This means that if, for example, you suffer loss by reason of our failure to perform our agreement with you under two unrelated transactions, you might be able to claim up to GBP 400. We do not, in any event, accept responsibility for any failure

to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control.

Any claim for compensation made by you and/or a recipient (who is not registered with us) must be supported by any available relevant documentation.

Nothing in this clause shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude liability for our fraud.

Your relationship is with Emexpay E-Voucher and CFS-Zipp Limited as the issuer. You agree that no affiliate or agent of Emexpay E-Voucher owes you any duty of care when performing a task which would otherwise have to be performed by us under its agreement with you.

### **Intellectual Property**

The Online Site and the Online Service, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us, our affiliates, or third parties. All right, title and interest in and to the Online Site and the Online Service shall remain our property and/or the property of such other third parties. The Online Site and the Online Service may be used only for the purposes permitted by these Terms and Conditions or described on the Site. You are authorised solely to view and to retain a copy of the pages of the Online Site for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the World Wide Web, or in any way distribute or exploit the Online Site, the Online Service or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Online Site or Online Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Site (or printed pages of the Site). The name Emexpay E-Voucher Shop and other names and indicia of ownership of Emexpay E-Voucher Shop's products and/or services referred to on the Online Site are our exclusive marks or the exclusive marks of other third parties. Other product, service and company names appearing on the Site may be trademarks of their respective owners.

### **Links To Other Web Sites**

The Online Site may contain links and pointers to other World Wide Web Internet sites and resources (the "Linked Sites"). Links to any Linked Site do not constitute an endorsement by, or association with, us of any third party resources or their contents. Links do not imply that we are affiliated or associated with or are legally authorised to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Sites are authorised to use any trademark, trade name, logo or copyright symbol of Emexpay E-Voucher or CFS-Zipp. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. We do not represent or endorse the accuracy or reliability of, and expressly disclaim, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You acknowledge that any reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at your sole risk.

### **Entire Agreement**

These Terms and Conditions, together with all other matters incorporated into these Terms and Conditions by reference, embody the entire agreement and understanding between you and us and supersede and terminate all prior agreements or understandings you may have with us.

### **Transfer**

We have the right to transfer, assign or delegate our rights and/or responsibilities in whole or in part under our agreement with you to an affiliated company, or any third party, by providing 2 months' notice at any time without your consent unless such transfer would reduce your rights and/or remedies or increase your responsibilities and/or liabilities under your agreement with us. You may not transfer your rights and/or responsibilities under your agreement with us without our prior written consent.

### **Termination and Suspension**

Either you or we may terminate the agreement between us upon giving not less than 2 months notice save that any pending transaction will continue to be governed by these terms and conditions until completion. You may send us a notice of termination by any of the means described above.

You shall notify us immediately if any event occurs that affects or might affect your agreement with us.

We may terminate our agreement with you and/or suspend the Online Service (in whole or in part) in relation to you with immediate effect and without prior notice to you if:

- any event set above occurs, including your insufficiency of funds;
- you are in breach of any provision of these Terms and Conditions;
- it appears to us that you have become or are likely to become mentally incapable of managing your property and affairs, or any other event occurs which affects your legal capacity or ability to contract with us on our Terms and Conditions; and
- your use of the Online Service or the Site is disruptive to our other customers.

We shall endeavour to give you prior notice of any such termination or suspension and, if it is not practicable to give such prior notice, endeavour to give notice to you of such termination or suspension as soon as possible thereafter.

We may terminate our agreement with you and/or suspend the Online Service on the basis of information supplied to us (whether orally or in writing) that we in good faith believe to be true.

The termination of our agreement with you and/or the suspension of the Online Service shall not affect any rights or obligations arising prior to or arising during or after the date of termination or suspension or which arise in consequence of it, and all such rights and obligations shall continue to be subject to these Terms and Conditions.

Neither you nor we shall be liable to the other for any liabilities suffered or incurred by the other arising out of the taking of any action which you or we are authorised to take or which is otherwise provided for under these Terms and Conditions or by any restriction or requirement for use of the Online Service described on the Site, including without limitation the exercise of any powers of termination and/or suspension under this clause.

The provisions of our agreement with you shall continue to apply during any suspension of the Online Service.

### **Severability**

In the event any one or more of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

### **Data Protection**

Your personal information is processed under the applicable laws and is controlled by us. We use personal data ("Information") provided in your instruction, together with other information which is collected or generated during the course of your relationship with us, such as transaction and loyalty program details, transaction history and marketing preferences, for the purposes of providing you with the requested services (including, among others, for purposes such as administration, customer service, user validation, fraud prevention and product and business development activities). We may also use Information in connection with other services, products, convenience and/or rewards programs, you signed up for with us or our affiliates. Also in accordance with your marketing preferences, by choosing to enter details in the optional fields, we or our affiliates and business partners may send commercial communications regarding our products and services by phone/email/SMS/MMS to you. By agreeing to receive communications by phone/SMS/MMS, you accept that any charges imposed on you by the network provider for this service are your sole responsibility. If you do not wish to receive such communications, please contact us.

We will disclose Information to third parties located outside the European Economic Area, with whom we have a contractual relationship to protect information such as authorised service providers, Agents and other third parties as reasonably required for the purposes indicated in these Terms and Conditions, and to purchase and redeem or to facilitate future transactions, or to supplement Information with information from publicly available sources, such as information to validate the accuracy of your address. This also helps us to understand and improve our product and service offerings. We may also disclose Information to third parties, where reasonably necessary, for the purposes of the prevention and detection of crime, prosecution of offenders, for purposes of national security or when required by law. We retain Information, the marketing preferences and transaction history of you based on our record retention schedules for no longer than is necessary for the purposes for which the data were collected and in compliance with applicable laws. If you do not perform another transaction within the retention time period, your information as well as all marketing preferences will be cancelled.

You consent to the Information being transferred to countries outside of the EEA, including the United States, but not exclusively, whose privacy laws may be less stringent. The Information will be transferred for the purposes indicated in these Terms and Conditions and to enable us to provide e-Voucher redemption service and additional services, products and loyalty or convenience programs and also for internal purposes, such as administering the customer relationship, marketing purposes, compliance with legal requirements, research and customer analytics. The categories of data transferred are personally identifiable information, contact details and information relating to the e-Voucher, transaction history, and any other Information supplied by you. This data may be accessed by our affiliates, as defined by applicable law, for any of the purposes set out in these Terms and Conditions.

If you are an existing customer, we may already be holding Information about you from previous transactions and dealings with our network ("Legacy Information"). You consent to such Legacy Information being transferred by us to our affiliates in order to continue to manage our relationship with you and for the other purposes indicated in these Terms and Conditions.

You have a right to access and to ask for a copy of your Information for which we may charge a small sum to the extent permitted by applicable law. You may also correct, erase or block Information which is incomplete, inaccurate or out-of-date. You may also object at any time on legitimate grounds relating to your particular situation to the processing of your Information, where the processing is not required to complete the service, by a law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from us, please contact us in accordance with applicable law by contacting us during UK business hours.

### **eVoucher expiry**

Unless otherwise specifically stated at the time an e-voucher is purchased then each e-voucher will be valid for a minimum term of 3 months from the date of purchase.

### **eVoucher Redemption and authorisation**

The e-voucher is personalized and only for use by the appointed addressee/user. It is not transferable and may not be re-sold.

- If the total amount of the e-voucher is not redeemed prior to its expiry, the holder is not entitled to payment of the remaining balance.
- Only one e-voucher can be used per product.
- The e-voucher can only be redeemed at an online shop which is authorised as a merchant of CFS-Zipp Technologies Limited and a licensed reseller.
- The e-voucher may not be redeemed for cash.
- To redeem your voucher please enter the e-voucher code in the relevant field on the shopping cart page and the PIN assigned to you at the time of the purchase.
- An E-Voucher may be used in payment for part or all of your order.
- If your order value is greater than your E-Voucher(s), you will need to pay the balance by another payment method.
- E-Vouchers are treated like cash.
- We are not responsible for lost, stolen or misplaced E-Vouchers.
- E-vouchers must be redeemed before expiry date shown, otherwise they will be void and cannot be redeemed after expiry date. E-vouchers are partially redeemable and do not need to be used all in the one purchase.
- E-Vouchers cannot be exchanged, extended or replaced.
- The value shown on e-voucher(s) includes GST.
- If we suspect any fraud relating to E-Voucher(s), we may refuse to redeem the E-Voucher until we are satisfied that no fraud has occurred.
- Cash will not be given for any unused balance. Any unused balance on expiry of this card will not be refunded or credited unless we agree as set out above.
- If your purchase exceeds the available E-Voucher balance, the difference must be made with another payment method.

E-voucher balances can be checked by visiting <https://evoucher.Emexpay E-Voucher.com> or calling our Support centre on 020 8561 4250

### **Customer Complaints**

If you have a complaint you can contact us by telephoning us on 020 8561 4250 from the UK or if you are outside the UK on +44 20 8561 4250 or e-mailing us at [support@Emexpay E-Voucher.com](mailto:support@Emexpay E-Voucher.com) or [support@cfstzippech.com](mailto:support@cfstzippech.com).

### **Governing Law**

Our agreement with you is governed by English law. We both agree that any dispute, claim or other dealt with by the English courts only.