

Recipient Terms and Conditions

*This Agreement details the agreement between Wonde Limited, trading as 'Evouchers', ("**Evouchers**", "**we**", "**our**" or "**us**") and any voucher recipient, prepaid card recipient, or parent or legal guardian of such recipient ("**Authorised User**", "**you**" or "**your**") that wishes to access our website www.evouchers.com, applications and platform ("**Evouchers Software**"), or claim and redeem postal vouchers ("**Vouchers**"), and/or prepaid cards ("**Cards**") (together with the Vouchers and the Cards, the "**Products**") in relation to the services provided by us.*

Through the use of the Evouchers Software, you indicate you have read and understood and accept these terms, our general website terms of use and our privacy notice, and that you agree to be bound by each of these, without limitation or qualification to all of these terms which are incorporated herein.

SECTION A: General terms

A 1. GENERAL

- 1.1. Your access to the Evouchers Software shall be provided by us upon receiving a text, an invite to our application, a letter sent by post, a web link, or through access to the Evouchers Software generally when invited to do so.
- 1.2. This Agreement shall bind you, as the person who has been assigned or allocated any such Products purchased by a school (local authority, government body or other education establishment or otherwise)(collectively the "**Buyer**") through the Evouchers Software.
- 1.3. This Agreement is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in this Agreement.

- 1.4. Evouchers's obligations contained in this Agreement are only owed to you and no other party.
- 1.5. This Agreement and each of the documents we refer to in them form the relationship between you and us, as follows:

Section A: General terms for all Products

Section B: Additional terms for Vouchers

Section C: Additional terms for Cards

A 2. YOUR OBLIGATIONS

- 2.1. You acknowledge and agree that:
 - (a) in accessing the Evouchers Software, you have the authority to access and download the relevant section of the Evouchers Software. If you have been sent a physical Product by post, you acknowledge that you are the intended recipient and that you have the authority to claim any Products sent to you.
 - (b) should we become aware that you no longer qualify, we reserve the right to suspend your access to the Evouchers Software, block or deactivate a Card, or if you were sent a QR code by post to unassign and revoke any Products.
 - (c) your access to the Products may be revoked at any time if you breach the provisions of this Agreement or if we are required to do so in order to comply with applicable law or regulation.
 - (d) your access to the Products may be revoked at any time if any of the third party providers we use in connection with the provision of our services require us to do so.
 - (e) as an Authorised User with access to the Evouchers Software or Products, your right to claim your Product is personal to you and no third party shall have the right to access the Evouchers Software on your behalf, or to lay claim to the Product and duly receive the benefit of the same. Your Product cannot be transferred to any third party.
 - (f) Evouchers are not responsible for and do not have any authority as to whether you are eligible for a particular

Product, and Products are assigned or allocated following purchase by a Buyer.

(g) any lost, stolen or deleted Products however arising, shall not be exchanged, replaced or refunded (as relevant).

2.2. You acknowledge and agree that you must not use any Product for or in relation to:

(a) any activities which do not comply with any applicable laws or regulations, including but not limited to laws related to money laundering, fraud, financial services or consumer protection; or

(b) any of the following prohibited transactions:

- Any sales of 'pyramid' type, Ponzi schemes or similar marketing or matrix programs or other schemes for 'quick enrichment' or high-yield investment programs;
- Sale, supply or purchase of illegal items or items promoting or facilitating illegal activities;
- Sale, supply or purchase of counterfeit products or products infringing intellectual property rights;
- Products or services for the processing or aggregation of payments by third parties;
- Money laundering;
- Terrorism financing or propaganda; and
- Pornography, escort services and selling and/ or advertising sexual services.

A 3. **EVOUCHERS' OBLIGATIONS**

3.1. Evouchers shall provide its services with reasonable care and skill pursuant to the terms of this Agreement.

A 4. **ANTI-MONEY LAUNDERING OBLIGATIONS**

4.1. You will at all times during the term of this Agreement:

(a) provide Evouchers with any information we request for the purposes of verifying your identity and checks required in relation to the prevention of money laundering, terrorist

financing, fraud, or any other financial crime and permit us to keep a record of such information. This includes completing any reasonable verification procedures and customer identity checks that we may require in relation to the provision of our Products to you; and

- (b) authorise Evouchers (or any third party providers we use in connection with the provision of our services) to make any inquiries, whether directly or through third parties, that we consider necessary to verify your identity or to protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem necessary based on the results of such inquiries.

4.2. You acknowledge that your access to our services and any Products you hold may be altered, on an ongoing basis, as a result of the information provided under clause A 4.1.

4.3. You acknowledge that in carrying out inquiries, your information may be disclosed to any authority, identity verification, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

A 5. **LIMITATION OF LIABILITY – PLEASE READ CAREFULLY**

5.1. References to liability in this clause A 5 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

5.2. **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

5.3. Subject to clause A 5.2, Evouchers' total liability for any breach (or breaches related to the same order) shall be limited to the face value amount paid to Evouchers for the Product by the Buyer.

5.4. Subject to clause A 5.2, this clause A 5.4 specifies the types of losses that are excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

5.5. Evouchers will not be liable to you for any loss as a consequence of:

- (a) your failure to use the Products in accordance with the terms of this Agreement;
- (b) any action or inaction we take to comply with applicable law;
- (c) refusal of a merchant, ATM or any other person to accept the use of the Products;
- (d) any lack of availability of or suspension of any third party providers' services we rely on in connection with providing our Products and / or services; and / or
- (e) events that are unforeseeable or outside of our reasonable control ("**Events Outside Our Control**").

5.6. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations, and your access to the Products and our services, pursuant to this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control, unless we need to terminate our Agreement with you.

5.7. *Exclusion of statutory implied term.* Evouchers has given commitments as to its levels of service in accordance with clause A 3.1. In view of this obligation, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

A 6. YOUR LIABILITY – PLEASE READ CAREFULLY

- 6.1. You agree to indemnify us for any losses to us that arise from or relate to your breach of any applicable law or this Agreement, or any representation you provide to us being untrue.
- 6.2. Losses for the purposes of clause A 6.1 include direct and indirect losses, as well as any costs and expenses (including reasonable legal fees).

A 7. DATA PROTECTION

- 7.1. You acknowledge and agree that, for the purposes of any applicable Data Protection Laws, Evouchers may operate as a data controller in respect of some personal data collected by, or transferred to, Evouchers in the course of Evouchers providing its services under this Agreement. At all times, Evouchers shall comply with its obligations under any such Data Protection Laws when processing any of your Personal Data, and further information on how we process and look after your Personal Data, is set out in our Privacy Notice.
- 7.2. You warrant and represent that any transfer by you of any Personal Data to Evouchers for the purpose of Evouchers providing its services under this Agreement, is lawful under, and in full compliance with, Data Protection Laws. You shall indemnify Evouchers against all costs, claims, damages, expenses, losses and liabilities incurred by Evouchers arising out of or in connection with any breach of the foregoing warranty and representation.
- 7.3. In this clause:
 - (a) “Data Protection Laws” means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information

Commissioner or other relevant regulatory authority and applicable to a party;

- (b) "Personal Data" shall mean any applicable Personal Data which is collected to enable us to provide our Services through our Evouchers Software; and
- (c) The terms "data controller", and "processing" have the meaning given in the Data Protection Laws.

A 8. CONFIDENTIALITY

- 8.1. You acknowledge that the terms of this Agreement remain confidential between you and us and you will not use, or do anything to either breach this clause A8.1 or use our confidential information except for the purposes of performing the Services and your rights under this Agreement.
- 8.2. You agree to maintain the confidentiality of any password provided by us when you become an Authorised User. You will inform us immediately if you believe that your password may have been compromised in any way.
- 8.3. We shall in no way be responsible to you if there is any unauthorised access as a result of your password being compromised by you.

A 9. CHANGES

- 9.1. Evouchers will give you reasonable notice of any changes to this Agreement unless it is not practical or possible to do so, in which case we will tell you as soon as we can after the change takes effect. If we want to make a change which we believe is to your advantage, we may do so for any reason. Otherwise Evouchers may make changes to this Agreement, including to the Card Fees for reasons which may include (but are not limited to):
 - (a) changes to the nature or scope of the Products and / or services we provide under this Agreement;
 - (b) changes in market conditions or operating costs that affect Evouchers;
 - (c) changes in technology, our systems and/or payment methods;

- (d) making this Agreement easier to understand;
- (e) changes in relevant laws or regulations, or codes or rules that apply to Evouchers; or
- (f) changes we are required to make by the third party service providers we use in connection with the provision of the Products and our services.

9.2. If you do not approve of the changes to this Agreement, you have the right to terminate this Agreement. Evouchers will treat you as having accepted the changes unless you inform us that you do not approve these changes within 14 days after us notifying you of such change.

A 10. TERM AND TERMINATION

10.1. This Agreement will commence from the earliest of the date on which you (i) receive any Product(s), (ii) access the Evouchers Software, or (iii) otherwise use our services.

10.2. We may terminate this Agreement at any time with immediate effect by giving you reasonable notice.

10.3. You may terminate this Agreement at any time by ceasing to use any Product you hold and by no longer using our services.

10.4. On termination you will cease to be able to (as relevant):

- (a) use any Card;
- (b) withdraw Cash that has not yet been withdrawn; and
- (c) access any Vouchers you have not yet claimed.

A 11. COMMUNICATIONS AND SUPPORT

11.1. To contact us please telephone 01638 438427, or send an email to support@evouchers.com.

11.2. Communications between us shall be in English. Should we receive a communication or instruction which purports to be from you, we are entitled, but are not obliged, to rely on and conclusively presume that such communication or instructions have been given by you. We may record and monitor conversations we have with you.

- 11.3. You must keep your contact information with us up to date, as any communication we send to your contact details will be deemed received by you, regardless of whether you actually receive it.
- 11.4. You accept that we are deemed to have received any email correspondence at the time we access it. You accept that there may be a delay in responding to correspondence received. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of it not reaching the intended recipient.

A 12. **GENERAL**

- 12.1. *Entire agreement.* This Agreement, our terms of use and privacy notice constitute the entire agreement between us and you and supersede and extinguish all previous terms, promises, assurances, warranties, representations and understandings between us, whether written or oral.
- 12.2. *Assignment and transfer.* Evouchers may freely assign or transfer its rights and obligations under this Agreement. You may only assign or transfer your rights or your obligations under this Agreement if we agree in writing.
- 12.3. *Waiver.* If we do not insist that you perform any of your obligations under this Agreement, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived *our* rights or remedies against you or that you do not have to comply with those obligations. If we waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 12.4. *Severance.* Each paragraph of this Agreement operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.5. *Third party rights.* This Agreement is between you and us. No other person has any rights to enforce any of its terms.

12.6. *Governing law and jurisdiction.* This Agreement is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

SECTION B: Additional terms for Vouchers

B 1. INTRODUCTION

- 1.1.** This section of this Agreement will apply where you have been allocated a Voucher by the Buyer.

B 2. CLAIMING YOUR VOUCHERS

- 2.1. Please follow the prompts via text or an email link to download and access the Vouchers available to you via the Evouchers Software. If claiming a Voucher received by post, please follow the instructions set out in the letter. In some instances a retailer may be selected for you, this will have been chosen by the Buyer and we are unable to make any changes on your behalf.
- 2.2. For online Vouchers, you will be prompted to follow the instructions via the Evouchers Software.
- 2.3. You agree that you shall only use the applicable Vouchers in respect of the assigned retailer or service provider and for the amounts specified in any such Voucher. You also acknowledge and agree that you are unable to change the retailer once selected by you, or if a retailer has been selected on your behalf by the Buyer.
- 2.4. You may only claim the link to the Voucher once. Furthermore, any claimed Voucher may only be redeemed (whether fully or partially) in accordance with any applicable terms and conditions imposed by either the retailer or service provider, whether in part or in whole.
- 2.5. The link expiration date may occasionally be notified by Evouchers to you from time to time, but in any event, you will have 11 months to claim the link to your Voucher from the date of purchase by the Buyer, unless a Buyer un-assigns your Voucher earlier, or a retailer notifies you of a different expiry date in accordance with a retailer's own terms and conditions. You will therefore need to liaise with the applicable Buyer to confirm the expiry date of the link to claim the Voucher.
- 2.6. Upon the relevant expiry date to claim the Voucher, the link shall be automatically deleted from the Evouchers Software and you will not be able to access the link for claiming or subsequent redemption of

the Voucher. No refund or substitute voucher shall be supplied to you under any circumstance.

- 2.7. You acknowledge that any errors which may exist (whether they relate to the value of the Voucher or to the allocated retailer list), are out of Evouchers' control and you agree to liaise with the Buyer directly. At all material times, the Buyer shall remain responsible for the purchase and assignment of the relevant Vouchers.

Section C: Additional terms for Cards

C 1. INTRODUCTION

- 1.1.** This section of this Agreement will apply where you have been allocated a Card by the Buyer.
- 1.2.** Your Card is issued by a third party electronic money institution authorised and regulated by the Financial Conduct Authority for the issuance of e-money and the provision of payment services in the UK (the "Issuer") and the value stored on your Card is electronic money. The Issuer of the Card is not a bank, the account linked to your Card (the "Account") is not a bank account, the Card is a debit card not a credit or charge card and the funds available are not a deposit. No interest will accrue on the balance linked to your Card.
- 1.3.** Evouchers uses a third party distributor (the "Distributor") of the Issuer in connection with the provision of the Card services. You may be required to agree to additional terms and conditions provided by the Distributor.
- 1.4.** Funds held in the Account are not protected by the Financial Services Compensation Scheme, instead the Issuer protects the funds through a process called safeguarding, in line with its regulatory requirements.
- 1.5.** Your Card may not be activated until you have fulfilled any identity verification requirements. This may involve you uploading copies of a valid passport / ID card and any other information that we may require you to provide via the Evouchers Software.
- 1.6.** You acknowledge that any errors which may exist (whether they relate to the value available on the Card), are out of Evouchers' control and you agree to liaise with the Buyer directly. At all times, the Buyer shall remain responsible for the purchase and assignment of the relevant Card.

C 2. DESCRIPTION OF THE CARD

- 2.1.** Your Card is issued by the Issuer and is linked to your Account in GBP.

- 2.2. The Card is issued under the Mastercard brand pursuant to a license granted by Mastercard International.
- 2.3. Subject to clause 2.4 for an energy Card, your Card can be used to pay merchants for goods or services (whether in-store (if you add the Card to a Google or Apple wallet), online or over the phone).
- 2.4. If you have been issued with an energy Card, it can only be used to pay merchants online, or over the phone.
- 2.5. Your Card can be used at all card acceptance terminal devices bearing the Mastercard logo which maintains the necessary functions.
- 2.6. The value of all Card payments, including all applicable fees, will be deducted from your relevant Account balance.

C 3. CLAIMING YOUR CARD

- 3.1. Please follow the prompts via text or an email link to access the Card available to you via the Evouchers Software. The Buyer will have pre-set the value stored on the Card, and we are unable to make any changes on your behalf. You will be able to check the balance of your Card and any transactions within your Evouchers account. Please note that Cards already held by you cannot be topped up.
- 3.2. The link expiration date may occasionally be notified by Evouchers to you from time to time, but in any event, you will have 11 months to claim the link to retrieve your Card from the date of purchase by the Buyer, and 12 months to use the balance of the Card once redeemed.
- 3.3. Upon the relevant expiry date to claim the Card, the link shall be automatically deleted from the Evouchers Software and you will not be able to access this in connection with claiming your Card.

C 4. SECURITY MEASURES

- 4.1. You will be provided with or will be able to set up certain security details (such as your Card PIN). You must:

- 4.1.1. take all reasonable measures to keep your Card and security details safe;
- 4.1.2. not write down any of your security details (such as PIN) unless it is done in a way to make it difficult for anyone else to recognise that they are security details;
- 4.1.3. not record security details such as PIN on the Card or keep such information together with the Card;
- 4.1.4. not disclose to and/or allow anyone else to use in any manner whatsoever your security details;
- 4.1.5. keep your Card and any personal devices (mobile phones, computers, tablets) that can be used to access your Card or security details secure and not let anyone else use them to make payments;
- 4.1.6. not choose security details to access your Card that is easy for someone to guess such as letters or digits that:
 - (a) are easily associated with you, for example your telephone number or date of birth;
 - (b) are part of the data imprinted on the Card;
 - (c) consist of the same digits (1111) or the sequence of running digits (1234); or
 - (d) are identical to previously selected PIN.
- 4.2. Your Card may be restricted, deactivate or blocked at any point in time if:
 - (a) Evouchers or the Issuer is concerned about the security of the Card or the security details relating to them;
 - (b) Evouchers or the Issuer becomes aware or suspects that the Card or security details relating to them are being used in an unauthorised, unlawful or fraudulent manner;
 - (c) Evouchers or the Issuer reasonably believes it needs to do so to comply with the law or court order in any applicable jurisdiction, the instructions provided by a card organisation or any other rule or duty applicable to Evouchers or the Issuer;

- (d) this Agreement is terminated for any reason;
 - (e) you request us to do so; and
 - (f) you have breached any term of this Agreement in a material way.
- 4.3. Evouchers will, if possible, notify you before restricting, blocking or deactivating your Card that we will do so and the reasons for it. If we are unable to notify you beforehand, we will notify you immediately afterwards. We will not notify you if doing so would compromise our security measures or would be unlawful.
- 4.4. Your Card will be unblocked or re-activated as soon as possible after the reasons for blocking cease to exist.

C 5. GIVING INSTRUCTIONS FOR CARD PAYMENTS

- 5.1. You give instruction and consent to a payment made using your Card using any one of the following methods:
 - (a) where applicable, and if you add the Card to a Google or Apple wallet in the case of payment for goods or services in-store: by entering a PIN and/or signature on the receipt or by tapping/waving the Card (or a device where it is held) over a card reader for contactless payments; and
 - (b) in case of online payments for goods or services online or via the phone: by providing your Card details and a one-time payment code or other security information or credentials, when requested.
- 5.2. A Card payment may cover a single payment or a series of recurring payments on a Card (such as where you give your Card details to a merchant to be used for Card payments in the future) for a set or variable amount.
- 5.3. Merchants in certain business sectors (e.g., car rental companies, hotels and other service providers) estimate the amount of the final Card payment to them and require to “pre-authorise” or withhold the estimated amount on the Card. Sometimes, that withheld amount may exceed the final amount spent. In such cases, the initially withheld funds will not be available to you for up to 15 days until the final Card payment request is received by us or released by

the merchant. The Issuer may release such amounts only with the merchant's consent.

- 5.4. You are responsible for providing correct and accurate instructions for the execution of a payment. If the instructions provided by you are incorrect, inaccurate or incomplete, Evouchers will not be liable for errors or inaccuracies in the transaction. If a payment is carried out in accordance with the instructions provided by you, it will be deemed to have been correctly executed.
- 5.5. You must ensure that you have sufficient funds to cover the amount of a payment and all applicable fees. The Issuer may refuse to perform any payment if there is not sufficient balance.

C 6. FEES AND EXCHANGE RATES

- 6.1. Fees that apply to your Card and associated services and/or transactions are as set out on the Evouchers Software or as notified to you from time to time. All fees will be determined in the currency of the relevant Card to which they relate and will be deducted from the relevant Account.
- 6.2. Evouchers reserves the right to change the applicable fees in accordance with this Agreement (see further clause A 9). Changes in the reference exchange rate will apply immediately without prior notice.
- 6.3. If a payment using a Card is made in a currency other than the currency of the Account from which it is taken, then the amount deducted will be the amount of the Card payment converted to the currency of the Account using the reference exchange rate applied by MasterCard® (available at <https://www.mastercard.co.uk/en-gb/personal/get-support/convert-currency.html>) plus the currency conversion mark-up fee set out in Schedule 1. The exchange rate shall be determined on the date that the Card payment is processed. The exchange rate is not set by us or the Issuer and varies throughout the day meaning it may change between the date the Card payment is made and the date it is processed.

C 7. NOTIFICATIONS

- 7.1. You must notify Evouchers of any unauthorised or incorrectly executed payments on your Card without any undue delay after becoming aware of such unauthorised or incorrectly executed payments and in any case no later than one month from the date the payment was debited to your Card.
- 7.2. You must notify Evouchers in the event your Card is lost, stolen or misappropriated.

C 8. NON-EXECUTED OR INCORRECTLY EXECUTED PAYMENTS

- 8.1. If the Issuer fails to execute or incorrectly executes a payment made using a Card, the Issuer will promptly reimburse the amount of the payment (including any fees to restore the balance of the Card to the position it would have been at if the defective payment was not made), unless the Issuer can show that your payment service provider has received the payment (in which case they will be liable). In this case, on your request, we will request the Issuer to make reasonable efforts to trace the payment and we will inform you about the outcome.
- 8.2. Evouchers will not be liable for any payment executed in accordance with the payment instructions given by you. If the payment instruction you have given was incorrect or incomplete (for example, you have made a mistake in providing the recipient's account details), Evouchers will make reasonable efforts to arrange for the Issuer to recover the payment amount. Evouchers may charge you a fee for any such recovery as indicated on the Evouchers Software from time to time. If the Issuer is not able to recover the payment amount, we will, on your written request, request for the Issuer to provide you with the relevant information about the payment.