



## Vowpay Limited - Terms & Conditions

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## **1. General Provisions**

1. The Terms and Conditions listed below govern the access to our mobile phone application (“the Application”) that enables you to transfer money (“the Service”).
2. In the present Terms and Conditions, the terms “Vowpay”, “we”, “us”, “our” refer to Vowpay Ltd and “you”, “your” refer to any person who accesses and/or uses the Service as a Sender.
3. It is important that you understand that access and use of the Service is conditional on your acceptance of the present Terms and Conditions. At all times, you may view these Terms and Conditions on our website.
4. These Terms and Conditions are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining Terms of Conditions.
5. These Terms and Conditions supersede and replace any Terms and Conditions we have previously issued in relation to our provision of services to you.
6. You understand and confirm that by accepting these Terms and Conditions during the Vowpay registration process and ongoing use, you agree to abide by these Terms and Conditions concerning your use of the Service, physical location, and governing laws and regulations and our Privacy Policy.
7. We may engage the services of one or more affiliates, subsidiaries, agents or subcontractors in order to fulfil our obligations.
8. These Terms and Conditions constitute the entire agreement between the Parties with respect to the subject matter of them and supersede and replace any and all prior agreements between us.

## **2. Information about us and how to get in contact with us.**

1. Vowpay Limited operates the Application that enables you to transfer money.
2. Vowpay Limited is a company incorporated and licensed under the laws of the United Kingdom, (company number 09200297) engaged in the business of funds remittance with its Registered Office located Thames House Waterside Drive, Langley, Slough, England, SL3 6EZ
3. Vowpay Limited is regulated by the Financial Conduct Authority (FRN 738233) as an Authorised Payment Institution.
4. We can be contacted via the following means:
  - Post using the address: Thames House Waterside Drive, Langley, Slough, England, SL3 6EZ
  - Email using the email address: , <https://www.vowpay.com/contact-us>



- Website: <https://www.vowpay.com//contact-us>

### 3. Definitions

In the present Terms and Conditions, the below terms shall have the following meaning(s):

1. “Application” means the Vowpay mobile phone application operated by Vowpay Limited to provide online money transfer services and related information.
2. “Account” means proprietary software owned by Vowpay and you are provided with a limited non-exclusive license to use the software for the purposes of using our payment processing services subject to these Terms and Conditions.
3. “Active Customer” means a customer who has placed at least one transaction during the twelve preceding months.
4. “Agreement” means a contract which is an arrangement between the Parties to do, or not to do, something, which are legally enforceable.
5. “Bank Transfer” means money is sent from one bank account to another.
6. “Beneficiary” means the party receiving a money transfer. Also known as the recipient.
7. “Cash Collection” means cash collected by a Beneficiary.
8. “Compliance Officer” means one or more members of staff at who is responsible for compliance with Money Transfer Regulations 2017, anti-money laundering legislation and other applicable laws.
9. “Customer Due Diligence” means where Vowpay identifies its customers and, where applicable, their beneficial owners, and then verifies their identities.
10. “Enhanced Due Diligence” means where Vowpay takes additional measures proportionate to higher risk situations, which can include, gathering information to understand the customer risk, beneficial ownership, source of funds, source of wealth, purpose and intended nature of the relationship.
11. “Fees” means the charges and fees we charge to you for the Service.,
12. “Force Majeure Event” means an event or effect that can be neither anticipated nor controlled by the parties.
13. “Funding Method” means the payment method used to fund a Transaction. e.g., debit card or bank transfer.
14. “Inactive Customer” means a customer who has not placed a Transaction for a year or more.
15. “Malicious Code” means computer viruses, trojans, software locks, drop-dead devices, malicious logic or trap door, worms, time bombs, corrupted files or other computer programme routines that are intended to delete, disable, deactivate,



damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

16. “Money Transfer Regulations” means all applicable laws of the United Kingdom or of the country from which funds are transferred or where funds are intended to be received.
17. “Parties” means Vowpay Ltd and any person who accesses and/or uses the Service as a Sender.
18. “Prohibited Purpose” means any unlawful purpose, whether such illegality arises in the country from which the funds are transferred or where they are intended to be received or in any territory with jurisdiction over the Sender or the Receiver.
19. “Purpose of Transaction” means purpose or reasons for the Transaction.
20. “Recipient” means the person who receives (or intends to receive) the money through the Service.
21. “Sender” means the person who initiates the carrying out of a money transfer through the Service.
22. “Source of Funds” means the origin of the funds that are being used to fund the specific Transaction or activities in hand.
23. “Transaction” means every money transfer that you initiate using the Service.

#### **4. Eligibility and your access rights**

1. By using the Service you warrant that you are at least 18 years old and that you have a legal capacity to enter into legally binding contracts.
2. You register for the Account in accordance with the instructions set out on the registration page of our Application, including indicating your agreement to be bound by these Terms and Conditions.
3. You are a UK national or UK resident.
4. You are physically present in the territory of the UK at the moment of completing your Transactions unless travelling outside of the UK on a temporary basis.
5. You provide documentation to confirm your identity and residential address and agree for your information to be verified by third parties.
6. You successfully pass either our or Customer Due Diligence or Enhanced Due Diligence checks.
7. You do not have an Account that was previously closed by us.
8. You are physically present in the territory of the UK at the moment of completing your transactions unless travelling outside of the UK on a temporary basis.



9. We reserve the right, at any time, to terminate or suspend your access to the Service without prior notice if:
  - You use the Service or attempt to use it for any Prohibited Purpose.
  - You attempt to transfer funds from an Account that does not belong to you.
  - You have provided us with false evidence of your identity, or you keep failing in providing us with true, accurate, current, and complete evidence of your identity or details regarding transactions.
  - You have failed to successfully pass our Customer Due Diligence or Enhanced Due Diligence and sanction checks.
  - You are in breach of these Terms and Conditions.
  - You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of Our website and/or the Application or to infect it with any Malicious Code; or
  - A Compliance Officer has taken a discretionary decision to do so.

## **5. Applying for an Account**

1. To become a Vowpay customer, you must apply for an Account by providing all of the information requested on the registration page of our Mobile App. You must not apply for more than one Account, and Vowpay may at its sole discretion reject any application.
2. You must not provide any false, inaccurate, incomplete or misleading information.
3. You may not be able to use the Account or any part of its functionality until you have passed our identity and security validation and verification checks, and provided any information requested in accordance with anti-money laundering regulations and our internal policies from time to time.
4. You will have to enter the following information into the relevant fields of our application form: full name including any middle names, date of birth, residential address, mobile phone number, and email address.
5. Once you have provided your information, the information will be automatically uploaded into our records, and your personal details will be automatically screened against the sanctions lists, which include, Office of Foreign Assets Control (“OFAC”) Her Majesty’s Treasury Department – UK (“HMT”); European Union sanctions (“EU”); and United Nations sanctions (“UN”).
6. In order to establish an Account, we must verify You through either Customer Due Diligence or Enhanced Due Diligence.



**Identification and verification.**

7. For the purpose of verification of your identity we will accept the following valid documents.
  - Current UK signed passport;
  - an EEA National ID card;
  - a National ID card bearing your photograph (non- EEA);
  - a Home Office Immigration and Nationality Directorate application card;
  - a full UK or EU driving license;
  - A residence permit issued by the Home Office to EEA nationals on sight of own country passport.
8. For the purpose of verification of your residential address we will accept the following valid documents (which must be issued within the last 3 months of the date of application).
  - Utility bill (gas, electric, landline phone bill);
  - Local authority council tax bill for the current council tax year;
  - Bank, building society or credit card statement verified by the issuing organisation;
  - Current UK or EU Driving license (if not used as proof for verifying your identity);
  - Original mortgage statement from a recognized lender for the last full year;
  - Council or housing association rent card or tenancy agreement for the current year; or
  - Such other documents as specified on our Application and/or accepted by us.
9. The verification documents you provide to us will have to be uploaded by you into our Application using the relevant function of the mobile interface, and they will be scanned by our software to verify that the documents satisfy the applicable standard format, MRZ-code is verified, and the relevant photo documentation has not been graphically altered. If the photos or scan copies of the documents do not pass the technical screening, the Account application will be refused, and you will be denied from using our services.
10. We retain the right to at all times to request any additional documents and/or information regarding you, your transaction(s) and/or recipient of funds of your transaction. We will decide in our sole discretion whether the documents and/or information provided are sufficient to allow you to use our Service or any part thereof.



11. We may at all times request an update and/or confirmation of any information and documentation you have provided to us as frequently as needed for us to follow our internal policies and to comply with the applicable laws and regulations.
12. We may check all personal and identity verification information you give us with credit reference or fraud prevention agencies and other organisations. These agencies may keep a record of your information and the searches made. However, we do not perform a credit check and any search is for identity purposes only and will be recorded as such.
13. We shall keep records of the information and documents we received from you in accordance with all applicable legal and regulatory requirements.
14. We will review your application as soon as possible. It remains in our sole discretion whether we issue an Account to you. If your application is approved, we will advise you as soon as possible.
15. You must let us know as soon as possible if you change your name, residential address, mobile phone number or email address. If we need to contact you, we will use the most recent contact details you have provided to us.
16. We will not be liable to you if your contact details have changed and you have not told us.
17. We may send communications and notices to you at the mobile phone number or email address you provided to us during the registration process (or as updated subsequently by you).
18. Any and all communications and notices by either party under these Terms and Conditions by email shall be deemed given on the day the message is sent, unless the sending party receives an electronic indication that the message was not delivered.

## **6. Payment Transactions and Fees**

1. All Transactions must be initiated and completed using the Vowpay Application.
2. Vowpay offers two methods of remittance, Bank Transfer and Cash Collection.
3. Any Transaction initiated by you will require that you provide the following details;
  - The value of the Transaction in GBP.
  - The outward country of the remittance.
  - The Beneficiaries full name, residential address and mobile number.
  - The purpose of the Transaction.
  - Source of Funds.



4. For Bank Transfers you will also need to provide the Beneficiaries, IBAN and account number.
5. For Cash Collection-
  - The information required is detailed above, with the exception that the Sender will not be required to provide Beneficiary's bank account. Cash Collection will be available from our partner financial institutions shown within the Application upon execution of a Transaction.
  - The Beneficiary will also be required to provide any such information or details as may be required by the recipient financial institution (e.g. Government issued National Identity Card).
  - Upon execution of a Cash Collection, the Beneficiary will also receive a unique PIN number via SMS. This PIN number will be required by the recipient financial institution in order to validate the identity of the Beneficiary.
6. Any information provided which is erroneous or incorrect may result in the Transaction being delayed or cancelled.
7. Your Account may be subject to limits associated with transaction amounts.
8. Successful execution of a Transaction does not necessarily mean we accept your Transaction. You may be required to provide evidence e.g. Source of Funds and it remains in our sole discretion whether we process or refund Your Transaction.
9. You can access information on any Transaction you have made by accessing the Application. This will provide you with detailed information, including information on the exchange rate and fees you have paid in relation to any Transaction.
10. You are responsible for the correctness of the Transaction information provided by you to us, including without limitation the details of the Funding Source, name and other information of the recipient, recipient's card or bank account, transaction amount, transaction currency, and any other information provided to us in the course of completing your transaction. We cannot predict or guarantee the results of any transaction attempted or completed based on incorrect Transaction Information. We will not be liable to you for non-performance or improper performance of our obligations under this Agreement if you provide us with incorrect and/or insufficient Transaction Information.
11. Your Transaction may incur a fee, which is subject to change.
12. Any fees will be shown at the time of the Transaction.
13. Fees may vary depending upon the value of the Transaction and method of payment.
14. You must link your method of payment to your Account by following the instructions provided on the Application.





15. You must not attempt to link a Funding Method that is not in your name or which does not belong to you.

## **7. Method of Payment and Time Limits**

1. Vowpay provides two methods of payment to Account holders via the Application. This includes Debit Card and Bank Transfer.
2. Vowpay does not process Transactions to be funded by Credit Cards or Business Accounts.
3. If you pay by debit card it will be charged as soon as you execute your request for the Transaction.
4. Your bank may apply their own fees to your use of the Account and/or funding Transaction(s). We will not be responsible for any fees imposed by your bank or any other bank in connection with your use of the Account and/or completion of any transaction(s).
5. Vowpay will endeavour to respect the following maximum time limits for the execution of payment orders:
  - For payment transactions made in GBP, Vowpay shall endeavour that the amount of the payment transaction is paid to the account of the Beneficiary account, at the latest within three business days from the end of the business day on which the Transaction is deemed to have been received.

## **8. Thresholds**

1. If a Transaction amount or the cumulative amount of the transactions made by you exceeds a certain limit or threshold established by us from time to time, you will have to provide us with some additional documents and information to our full satisfaction, as will be determined by us in our sole discretion.
2. Such documents and information will include, without limitation, clear photos or scan copies of your identification documents, the documents confirming your residence address, Sources of Funds and such other documents as we may request in our sole discretion.
3. If you do not satisfy a request for more information related to your Account or Transaction we may suspend or cancel the Transaction.

## **9. Transaction History**

1. You may check your transaction history by logging into your Account via the Application . We will seek to update your transaction history near real-time. Your transaction history will show:



- The amount of the transaction shown in the currency in which the transaction was paid and debited from your payment method.
- The exchange rate applied to your Transaction;
- The Beneficiary;
- Transaction reference number;
- The amount of Fees for the Transaction; and
- Status of the Transaction.

## **10. Cancellations, Refunds and Amendments**

1. You have a right to cancel a Transaction before payment has been made to the Beneficiary. If you have sent money via the Application, you may exercise this right by:
  - Emailing us at <https://www.vowpay.com/contact>
  - Using the Help & Support screen on the Application.
2. If you exercise your right to cancel the Transaction or if we cancel the Transaction, after you have already paid us the funds to be transferred:
  - We will refund money paid by you and intended for a recipient only under the condition that it has not already been paid out to the Recipient in accordance with your original instructions prior to the cancellation request; and
  - we reserve the right to retain the Fees charged for the Service.
  - If by the time you notify us of the cancellation of the Transaction we have already sent the money to one of our partners in the country of destination, we may not be able to successfully cancel the Transaction, given that the cancellation procedures with our partners differ in length and complexity, as well as often require communication across time zones.
3. Refunds can take up to 10 working days to be processed and this depends as well on your bank's processes, which are beyond our control.
4. We reserve the right not to refund amounts smaller than £5.00 and charge a minimum refund fee of £5.00 if the refund has been requested by the customer with no fault of our own.
5. If we do not transfer the money to the Recipient in accordance with an order within 15 business days after your instructions and the funds have been received, by us, provided that you correctly followed our procedures and complied with all our policies, you may ask for a refund of the money transferred to us and intended for the recipient.



6. In case of Cash Collection, the money has not been collected within **15 business days**, we reserve the right to cancel the instruction without prior notice and the monies will be refunded to the sender.
7. Minor Amendments - You must enter your receiver's name exactly as it appears on their government-issued ID and correct bank account details to avoid any transfer delays due to incorrect spelling.
  - In case there are any minor typographical or spelling errors, in relation to the Recipients name, we do allow you to correct it.
  - In case there are any minor mistakes or errors, in relation to the Recipients bank details, we do allow you to correct it.
  - For such amendments, please contact us.
8. Major Amendments - In the event of a major amendment, the Transaction will need to be cancelled and if required, followed up with a new transaction.
  - We do not allow you to change the name to a completely different Beneficiary.
  - We do not allow you to change the name to a completely different Beneficiary bank.
  - For such amendments, please contact us.

## **11. Expiry, Closure and Suspension.**

1. Your Account does not expire and will remain valid until cancelled by either you or us. Your Account may be cancelled by Vowpay if it stays inactive for twelve (12) consecutive months.
2. You may close your Account at any time, You can close your account by giving a notice to us in writing via email to <https://www.vowpay.com/contact> or post to Customer Services, Vowpay Limited, Thames House Waterside Drive, Langley, Slough, England, SL3 6EZ.
3. When your Account is cancelled, we will immediately block your Account so it cannot be used.
4. Closing your Account does not mean that we delete the personal data that we hold on you and we will continue to store such data, including the history of your transactions for a minimum period of 5 years as required by law.
5. If you close your Account you will no longer be able to use any of the functionality of the Account.
6. We may terminate these Terms and Conditions and close your Account by giving you (1) months' notice by email for any reason.



7. We may close your Account and terminate these Terms and Conditions immediately by giving you written notice;
  - If you are in breach these Terms of Conditions; or
  - If you act in a manner that is threatening or abusive to our staff or any of our representatives.
8. We may at any time suspend, restrict or cancel your Account 's functionality or refuse to reactivate your Account if;
  - we are concerned about the security of your Account;
  - we suspect your Account is being used in an unauthorised or fraudulent manner;
  - we suspect that your Funding Source is not issued in your name and/or belongs to a third party; or
  - we need to do so to comply with the law.
9. We will tell you as soon as we can before we do this if possible or otherwise immediately afterwards, giving our reasons, unless letting you know would compromise reasonable security measures or be otherwise unlawful.
10. We may also suspend your Account immediately if we believe it is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so.
11. Failure to comply with any instructions given or requests made by us in relation to the use of the Account, our services, or any information or documentation provided by you to us may result in you being unable to use our services.
12. We may refuse to process a Transaction:
  - If we have reasonable grounds to believe that you are acting in breach of these Terms and Conditions;
  - if we believe that your Transaction is suspicious or potentially illegal (for example, if we believe that your Transaction is being made fraudulently).

## **12. Security and Identity**

1. If you have any indication or suspicion that your Account, password, or other security details are lost, stolen, misappropriated, used without authorisation or otherwise compromised, you should change your password and contact us immediately. Any delay in notifying us may result in you being liable for any losses.
2. It is your responsibility to keep your identification, security information, password, security questions and answers and other information specific to your Account confidential and never disclose them to anyone. Should another person gain access



to your Account by passing all identification and security validation and verification checks, we may be entitled to treat any Transaction or other Transaction conducted by that person as valid and authorised by you and may not be responsible for any loss or damage you may incur as a result.

### 13. Our Liability

1. If a Transaction placed via our Application is delayed or fails, you may have a right to receive a refund. Please contact us at <https://www.vowpay.com/contact> for more information.
2. Claims for refund must be supported by all available evidence.
3. In no event will we be liable for any loss of data or for any indirect, special, incidental, consequential (including lost profit), or other damages whether these are based in contract, tort (including negligence), misrepresentation, restitution or otherwise., Our liability applies to any single transaction, act, omission or event and to any number of related transactions, acts, and omissions or events. If a transaction you made and for which you received confirmation, is delayed or fails and you are not entitled to a refund or compensation under the Money Transfer Regulations, we expressly limit our liability in respect of any such delayed or failed transfer (including for any claimed refund) to the original transaction value of such Transaction(s).
4. We shall not be liable to you or to any third party in relation to the Service, whether for breach of contract, tort (including negligence), misrepresentation, unjust enrichment or any other grounds, for any indirect, incidental, consequential or special damages including any loss of profits or savings or anticipated profits or savings, loss of opportunity, loss or reputation, goodwill or business or any economic loss, even if we are advised in advance of the possibility of such loss.
5. We shall neither be liable for any breach of our obligations under the Contract to you nor for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including, without limitation, where our failure to perform our obligations arise from:
  - an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, export controls, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, pandemic or epidemic, industrial disputes, shortages of raw materials or components, general disruptions to transportation, telecommunication systems, power supply or other utilities;
  - the acts, decrees, legislation, regulations or restrictions imposed by any government or state;
  - the actions or omissions of the third parties; e.g. (closure of bank accounts)



- 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; or
  - any Malicious Code interfering with the Service.
6. Our performance under these Terms and Conditions shall be deemed suspended for the period that the Force Majeure Event continues and the time for performance will be extended for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under these Terms and Conditions may be resumed despite the Force Majeure Event.
7. We do not bear any liability for you providing any incorrect details about your Beneficiary, including – but not limited to – errors and typos. If a Transaction has been picked up by another person than the Beneficiary, because of your failure to provide correct details, we will only be obliged to provide reasonable assistance to try to retrieve the funds back. We may charge you for any such assistance.

#### **14. Your Responsibilities and Obligations**

1. You shall comply with these Terms and Conditions as well as with any applicable laws, rules and regulations.
2. In relation to your registration and use of the Service you will:
  - supply us with all information and documentation we may ask in order to process your Transaction and to comply with any legal requirements applicable to us or to our partners;
  - update all information you provide to us to keep it accurate, current, complete and true;
  - not use the Service for or in connection with any Prohibited Purpose or attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
  - transfer money only from your own debit card or bank account. You may not submit a Transaction order on behalf of another person;
  - not open more than one account with us;
  - keep your unique Account Number secure, you must not share the Account number or any other Transaction details with anybody except the Beneficiary.
3. You understand and accept that



- We are legally obliged to retain information about our users and the Transactions that we process for up to 5 years after termination of our relationship with you or as may be required from time to time by applicable law or by any regulatory authorities;
- All currency converted as part of the Service will be converted using our rate of exchange (as shown on the Application). We reserve the right to make changes to our rate of exchange at any time without providing notice;
- Some countries may impose minimum and maximum thresholds in relation to the amounts that can be sent through our Service;
- You will be liable to us for all losses which we suffer or incur in relation to any fraud or fraudulent activity by you or any breach of the Terms and Conditions by you;
- You must contact us as soon as possible if you believe or suspect that a Transaction was not executed properly or that the amount has not been received or was only partly received;
- It is your responsibility to inform the Beneficiary of the information they will need to provide in order to collect the money you transfer through the Service (such as photographic identification, the exact amount to be received and/or any other relevant information).

## 15. Complaints

1. We value your feedback as it helps us improve our Service. We have established internal procedures for complaints. You can make a complaint in writing to us regarding any aspect of the Service by mail or e-mail to the following addresses:
  - Vowpay Limited, Thames House Waterside Drive, Langley, Slough, England, SL3 6E
  - <https://www.vowpay.com/contact-us>
2. How your complaint will be handled;
  - We will take your complaint seriously and attempt to resolve it as quickly as possible. If for any reason we can't resolve the complaint straight away, we will follow the procedure below:

### Acknowledgement

- We will begin the process of investigation immediately after receiving your complaint and respond within a reasonable period of time.

### Progress Update

- In most cases complaint should be resolved **within 15 business days**.



- If additional time is needed for reasons beyond our control, VOWPAY will inform you indicating the reasons and specifying a final deadline, which **will not exceed 35 business days** where possible.
- We may also request further information or documents from you that may help expedite the investigation.

#### **Final Response**

- Upon completion of the investigation, VOWPAY will communicate the final decision via your preferred method (email or post), unless the regulation requires any specific method of communication.
3. If you are still dissatisfied with the manner in which we have dealt with your complaint or the outcome of it, you have a right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel No 0800 0234 567, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
  4. For more information a Complaints Handling Policy may be provided to you upon your request.

#### **16. Transfer of rights and obligations**

1. We shall be entitled, without your consent, to transfer our rights and obligations under these Terms and Conditions and under any Contract to any of our affiliates or to any entity or person that acquires our business. Any such transfer of rights and obligation will have effect upon notice being given to you (including notices given through the Website or the Application).
2. We are entitled to perform our obligations to you through subcontractors, agents and other third parties.
3. You may only transfer your rights and obligations under the Contract if we have agreed for this in writing.
4. These Terms and Conditions are personal to you and you may not assign or otherwise transfer your rights and obligations under them.

#### **17. Waiver**

1. If we fail, at any time during the term of these Terms and Conditions, to insist upon strict performance of any of your obligations under these Terms and Conditions or any clause of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions or by law, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.





2. A waiver by us of any default will not constitute a waiver of any subsequent default.
3. No waiver by us of any term in these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with these Terms and Conditions.

#### **18. Our right to vary these terms and conditions**

1. We reserve the right to revise, amend or replace these Terms and Conditions from time to time. The changed Terms and Conditions as of the effective date as published will apply to any newly placed Transaction orders as of such effective date.
2. Your continued use of the Account after the date the changes take effect (as notified to you) shall constitute your acceptance of such changes to these Terms and Conditions. You may review the current Terms and Conditions at any time on the Vowpay website.

#### **19. Third party rights**

1. A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

#### **20. Confidentiality / Privacy**

1. As a fully regulated payment institution and with a purpose of providing the Service we are bound by the legal requirements to obtain, verify and record information about our customers. Therefore, we may request from you or consult any legal sources to obtain your personal data and required KYC information when offering the Service to you.
2. Your personal information will be treated and processed securely and strictly in accordance with applicable laws and regulations.
3. Customer information will be treated as confidential, unless where it is already public knowledge or where it becomes public knowledge through no fault of our own.
4. We may disclose customer information if we are required to do so by law, by our financial or commercial partners in order for them to fulfil their regulatory obligations, by court order, by any statutory, legal or regulatory requirement, by the police or any other competent authorities in connection with the prevention or detection of crime or to help combat fraud, money laundering and terrorism financing. We may also report suspicious activity to appropriate competent law enforcement or government authorities.
5. Our Privacy Policy (as amended from time to time) forms an integral part of these Terms and Conditions and shall have effect as if set out in full in the body of these



Terms and Conditions. In applying for the Account and using it, you agree that we can use your personal information in accordance with our Privacy Policy.

6. Depending on how you use your Account when you use your bank card, this may include a processing of your information outside of the UK.
7. You agree to your information being processed outside of the UK.
8. For more details and information regarding the confidentiality, privacy and security please refer to our Privacy Policy that can be found at <https://www.vowpay.com/privacy-policy>.

## **21. Intellectual property**

1. The Application, the content, the name Vowpay and other names, logos, signs, domain names, email addresses and other indications of origin displayed on the website or the Application relating to our products and/or services and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, design right, trademarks), (“IPRs”) are owned by us, our affiliates or third party licensors. Other names and logos of third-party product, service and companies displayed on the website may be the trademarks of third parties. You shall not acquire any right, title or interest in any such IPRs by reason of the Service or the Agreement and all right, title and interest in and to the website and the Application shall remain our property and/or the property of such other third parties.
2. You may use the website and the Application only for the purpose of the bona fide use of our Service as an individual consumer and only as permitted by these Terms and Conditions. You are authorised solely to view and to retain a copy of the pages of the website and Application for your own personal use. The Application and the Service may not be used for the purpose of testing the Service or to obtain information about the Service or about us. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the website, the Application 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 website or the Application or to use the Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the website (or printed pages of the website).

## **22. Notices and communications**

1. Applicable laws and regulations require that some of the information we send to you or communications between you and us should be in writing. You agree to receive such written communications electronically. You also agree that electronic means of



communication shall be effective for the purpose of the Agreement between you and us. The foregoing does not affect your statutory rights.

2. All notices given to us must be in the English Language and sent to Vowpay Limited at Thames House Waterside Drive, Langley, Slough, England, SL3 6EZ. We may give notices to you in connection with any aspect of the Service or any order either through the e-mail address or the postal address that you provided to us or in any other way permitted pursuant these Terms and Conditions. Notices to you will be deemed received and properly served immediately after it is sent to you at the address you provided or by e-mail or SMS.

### **23. Liability and governing law**

1. These terms and conditions are in accordance with the laws of England and Wales.
2. This Agreement is concluded in English. All communications with you will be in English.