

YOUR PREPAID CARD TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO YOUR PREPAID CARD.

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING YOUR CARD YOU WILL BE DEEMED TO HAVE UNDERSTOOD AND ACCEPTED THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU SHOULD NOT USE YOUR CARD.

YOUR CARD IS ISSUED BY AND IS THE PROPERTY OF PAYSAFE FINANCIAL SERVICES LIMITED (REGISTERED NUMBER 04478861), WITH REGISTERED ADDRESS AT 2 Gresham Street, 1st Floor, London, England, EC2V 7AD. PAYSAFE FINANCIAL SERVICES LIMITED IS AN ELECTRONIC MONEY ISSUER REGULATED BY THE FINANCIAL CONDUCT AUTHORITY UNDER REGISTRATION NUMBER FRN: 900015. YOUR CARD IS ISSUED BY PAYSAFE FINANCIAL SERVICES LIMITED PURSUANT TO A LICENCE FROM MASTERCARD® INTERNATIONAL INC. MASTERCARD® IS A REGISTERED TRADEMARK OF MASTERCARD® INTERNATIONAL INC. YOUR CARD IS NOT TRANSFERABLE.

IF YOU HAVE ANY QUERIES OR COMPLAINTS PLEASE CONTACT CUSTOMER SERVICES (SEE DETAILS BELOW).

1. DEFINITIONS

1.1. The following defined terms apply throughout these Terms and Conditions:

“**Additional Cardholder**” means, where applicable, a person authorized by the Wallet Owner to have access to the Wallet Account, and who is provided with an additional Card.

“**ATM**” Means any automated teller machine terminal displaying the MasterCard Acceptance mark.

“**Business Day**” means Monday to Friday between 0900hrs to 1700hrs, excluding public and bank holidays in the United Kingdom.

“**Card**” means the Mastercard prepaid card issued to You whether in the form of a plastic, digital or virtual card, under these Terms and Conditions.

“**Card Account**” means the account used to log into the Cleva App to view the transactions and other applicable information associated with a Card.

“**Card Account ID Information**” means any and all of the following pieces of information: your Card details (Card number, expiry date, 9 digit token and CVV code), your PIN, information you use to log in to the Cleva App, and any credentials and information specific to Your access to the Cleva App.

“**Cleva App**” means the Cleva mobile application where You can view the Wallet Account Balance, view Card transaction data, add receipts and download statements.

“**Cleva**” is Cleva Technology Services Limited, a limited company registered in Gibraltar with company number 119003, and whose registered office is situated at 30/3 Cornwalls Lane, Gibraltar.

“**Customer Services**” means Cleva’s customer services team, who can be contacted via:

Email:	help@clevacard.com
Post:	6a, Metro Riverside Park,; Gateshead; NE11 9DJ
Telephone:	+44 (0) 191 303 2233
Lost or Stolen Telephone:	+44 (0) 191 303 2233

“**Deputy**” means a person authorized to manage the Wallet Owner’s finances on their behalf.

"Fees Table" means the table of fees and charges applicable to the Card as set out in these Terms and Conditions.

"Mastercard®" means Mastercard International, Inc or its successors or assigns.

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

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

"Terms and Conditions" means these terms and conditions (including the Fees Summary in section 2), together with any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

"Third Party Provider" means a service provider authorised by law or allowed by you to access information or make payments for you into the Wallet Account.

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

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

"Wallet Account" means the data account on our platform representing the electronic money held by the Wallet Owner with Us and to which Your Card is linked.

"Wallet Owner" or "Primary Cardholder" means the person whose funds are loaded onto the Wallet Account.

"Website" means <https://clevacard.com/>

"You" or "Your" means the person entering into these Terms and Conditions with Us, whether a Primary or Additional Cardholder.

2. Fees and Limits

- 2.1. Your use of Your Card is subject to the fees and charges set out in section 2.4 below.
- 2.2. These fees and charges are part of these Terms and Conditions. Any or all of these fees/charges may be waived or reduced at Our discretion. Our fees/charges may change over time, if so We will notify You in advance of such changes in accordance with section 3. Your banking provider may charge a fee for the transfer of funds and/or additional ATM fees may be charged by the ATM provider. Any such fees would be in addition to the fees set out in the Fees Summary Box below. We do not charge any fee for checking your on-line transactions and Wallet balances.
- 2.3. Each time You use the Card, the value of the Transaction plus any applicable fees shall be deducted from the Wallet Account balance. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Wallet Account the Transaction will be declined, and applicable fees shall be charged to the Card in accordance with the provisions of these Terms and Conditions.
- 2.4. Fees:

Transaction Fees

Fee Description	Fee value in GBP
ATM Withdrawal (Domestic)	1.00
ATM Withdrawal (International)	2.00

FX	3% of the total Transaction value in addition to other fees if applicable (e.g. merchant fees).
Balance Enquiry	0.30
Decline Fee	0.45

(1) Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

(2) Note: in some countries, ATM use may be subject to additional fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association, without our knowledge or control.

Internet, IVR, Customer Services, SMS Fees

Fee description	Via App
Activation	N/A
Obtain Your balance:	Free
Obtain Your full transaction history	Free
Retrieve and print statements	Free
Block or unblock your card	Free
Declare Your card lost or stolen (phone no provided)	Free
PIN reminder	Free
Redeem your balance	N/A

Cancellation Fees

Cancel your card before it expires	N/A
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2.5. The following limits apply to the Wallet Account:

Load Limits:

Description of limit	Limit value in GBP
Maximum amount to be loaded per year	55,000
Maximum load amount per transaction	5,000
Maximum daily load limit	5,000
Maximum number of loads per day	3
Maximum amount authorised per load per month	10,000
Maximum number of loads permitted per month	1,600
Maximum balance on card	20,000

2.6. The following limits are the default limits applied to each Card. A Deputy may assign lower limits at their discretion and Primary or Additional Cardholder(s) would need to confirm the limits set on their Card with the Deputy directly.

Purchase Limits:

Description of limit	GBP
Number of purchases allowed per day	15
Maximum purchase value allowed per day	1,500
Maximum purchase value per transaction	1,500

Maximum purchase value per year	55,000
Maximum number of purchases allowed per year	1,500

Cash Withdrawal Limits:

Description of limit	GBP
Number of cash transactions allowed per day	10
Total value of cash transactions allowed per day	500
Maximum value of cash per transaction	300
Number of cash transactions allowed over 1 month	30
Total value of cash transactions allowed over 1 month	1,500
Number of cash transactions allowed over 1 year	1,500
Total value of cash transactions allowed over 1 year	55,000

3. These Terms and Conditions

- 3.1. We may change these Terms and Conditions including without limitation changing existing fees or introducing new fees, from time to time. We will provide You with at least two months' notice before the proposed change comes into effect. All such changes will be posted on the Website with a link to the amended terms and conditions and shall be notified to You. Changes to exchange rates can be made immediately and without notice.
- 3.2. The up-to-date version of these Terms and Conditions will be posted on the Website and available in the Cleva App. You should check the Website regularly so that You can see the latest version. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.
- 3.3. You will be taken to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and We will refund the balance on the Wallet Account. In this circumstance You will not be charged a refund fee.
- 3.4. Where a Primary Cardholder is under the authority and control of a Deputy, the Deputy may agree to these Terms and Conditions on behalf of the Primary Cardholder. In this case, the Deputy is responsible for the use of the Card, Card Account and Wallet Account by the Primary Cardholder and ensuring that the Primary Cardholder understands and agrees to these Terms and Conditions.

4. Scope of these Terms and Conditions

- 4.1. These Terms and Conditions govern Your use of Your Card, Your Card Account and the Wallet Account. The funds for all Transactions are held in the Wallet Account as electronic money and no interest will be paid on these. When You make a Transaction using Your Card the value of the Transaction plus any associated fees payable will be deducted from the Wallet Account and used to complete the Transaction.
- 4.2. Your Card is a prepaid card and the funds available for spend on Your Card are known as electronic money. Your Card is not a credit card, charge card or a debit card. You can only spend to the value of the funds that are loaded onto Your Card. You are not permitted to enter into an overdrawn or negative balance. All Cards are issued by Us pursuant to a licence from Mastercard®.
- 4.3. .Electronic money accounts are not bank accounts. By accepting these Terms of Use You acknowledge that the UK's Financial Services Compensation Scheme (FSCS) does not apply to Your Wallet Account. In the unlikely event that we become insolvent, You may lose the electronic money held in Your

Wallet Account. However, the European Electronic Money Directive 2009/110/EC and UK national legislation apply to Us and these are designed to ensure the safety and liquidity of funds deposited in electronic money accounts.

5. Card issuance

- 5.1. To use a Card You must be at least 16 years old. Before We can issue You a Card We will need to know some information about You. Where required by, we will conduct checks on your identification, which may include checking and verifying your residential address. We may ask you to provide documentary evidence or we may use third parties to obtain this information and carry out checks electronically on Our behalf, this may include using credit reference agencies. However, a credit check is not performed, and Your credit rating will not be affected.
- 5.2. We reserve the right to refuse to issue You a Card and shall not be under any obligation to provide a reason why we have done so.
- 5.3. Your Card is denominated in GBP.
- 5.4. If You have any problems with Your Card please contact Customer Services.

6. LOADING YOUR CARD

- 6.1. Funds can be loaded in to the Wallet Account by electronic transfer from the Wallet Owner's bank account.
- 6.2. The balance on the Wallet Account can never exceed £20,000 at any time.
- 6.3. Once loaded, funds will normally be available for use on the Card within 1 Business Day . We reserve the right to refuse to accept any particular loading transaction.

7. Use of your card

- 7.1. You can use Your Card to purchase goods and services anywhere Mastercard® is accepted. You can also withdraw cash at an ATM or over the counter at a financial institution displaying the Mastercard® logo, subject to there being sufficient funds in the Wallet Account and the Merchant, ATM supplier or financial institution being able to verify this online.
- 7.2. There are load, spending and withdrawal limits for the use of Your Card; please see section 2 for details.
- 7.3. Use of your Card, Card Account and Wallet Account may be monitored for anti-money laundering and fraud prevent purposes. We reserve the right to change limits and payment restrictions for anti-money laundering and fraud prevention purposes.
- 7.4. Be aware that some ATM providers charge additional fees for the use of their ATMs and some Merchants may add a surcharge for using certain types of cards. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.
- 7.5. You must not spend more money on Your Card than is available in the Wallet Account. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction and we reserve the right to decline to authorise a Transaction where you do not do so. If you have insufficient funds, You must pay the overspend to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You.

- 7.6. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any other Cards that You hold with Us or from any other payment instrument that is designated to the Wallet Account and against any funds which You subsequently paid into the Wallet Account. We may suspend Your Card and any other Cards connected to You until we are reimbursed the overspend amount.
- 7.7. Merchants such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You may spend or for which You require authorisation. The estimate may be for greater than the amount You spend or are charged, for example at restaurants You may be required to have a maximum of 20% more on Your Card than the value of the bill to allow for any service charge added by the restaurant. You acknowledge that these are policy decisions made by individual merchants outside of Our control.
- 7.8. The merchant will be required to tell you the estimated amount that will be blocked in the Wallet Account and seek Your consent.
- 7.9. This means that some of the funds in the Wallet Account may be blocked until the Merchant has settled the actual Transaction amount and accordingly, You will not be able to spend this estimated sum during this period. We will release the blocked funds without undue delay on becoming aware of the amount of the Transaction and in any event will unblock the funds immediately after receipt of the settlement request from the merchant.
- 7.10. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash.
- 7.11. We accept no responsibility for the goods or services purchased by You with Your Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card to make a purchase, We cannot stop that Transaction. However, where You have used Your Card to buy goods or services You may have a claim against the Merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier's description. You must notify Us of any dispute within 60 days of the purchase and the chargeback will only be applied to the Wallet Account if successfully secured from the Merchant. If You wrongly make a chargeback claim, We will be entitled to charge You any fees We reasonably incur in pursuing the chargeback claim and We will be entitled to debit the Wallet Account with the amount of any such fees.
- 7.12. Authorising Transactions:
 - 7.12.1. A Card Transaction will be regarded as authorised by You where You authorise the Transaction by following the instructions provided by the Merchant to authorise the Transaction, which includes:
 - a) entering Your PIN or providing any other security code;
 - b) signing a sales voucher;
 - c) providing the Card details and/ or providing any other details as requested;
 - d) waving or swiping the Card over a card reader;
 - e) inserting a Card and entering Your PIN to request a cash withdrawal at an ATM;
 - f) completing any other required authorisation procedures.

- 7.12.2. You must give consent to the execution of a Transaction for it to be authorised. Authorisation for a Transaction may not be withdrawn (or revoked) by You after the time We have received it. However, authorisation for any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as notice was provided no later than the close of business on the Business Day before the Transaction was due to take place. We may charge You a fee if a Transaction is revoked by You under this section (see section 2 for details).
- 7.13. We reserve the right to apply a monthly maintenance charge. If we do, the amount will be set out in section 2.
- 7.14. You are responsible for all Transactions and fees charged to Your Card Account.
- 7.15. Third Party Providers
- 7.15.1. You can instruct a Third Party Provider to access information on your Wallet Account and/or Card Account or make payments from your Card Account as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements (but unless we confirm otherwise, you must not give your security details to a third party). We will treat any instruction from a Third Party Provider as if it were from you.
- 7.15.2. We may refuse to allow a Third Party Provider to access your Card Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this we will notify you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will notify you immediately afterwards. In either case, we will notify you in the way in which we consider most appropriate in the circumstances. We won't notify you our reasons where doing so will undermine our reasonable security measures or otherwise be unlawful. We may make available to a Third Party Provider a specific means of accessing your Card Account. If we do, and it tries to access your Card Account by a different way, we may refuse to allow that access.
- 7.15.3. If you think a payment may have been made incorrectly or is unauthorised, you must notify us as soon as possible even where you use a Third Party Provider.
- 7.16. The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. Use of the Card is personal to You. You are strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card.
- 7.17. You may request to have the Card temporarily frozen by contacting Customer Services or via the Cleva App. You and/or the Card User may request that the Card be unfrozen at any time via the Cleva App. Applying for a Card to be temporarily blocked shall not satisfy the obligation for You to inform Us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- 7.18. You undertake, represent and warrant to Us that the Transactions that You undertake using the Card do not contravene any applicable law and that You shall at all times comply with all applicable laws in relation to the performance of Your obligations under these Terms and Conditions.
- 7.19. You shall obtain a receipt for every Transaction undertaken with the Card. You must retain receipts to verify Transactions.
- 7.20. Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card or Card Account and we will endeavour to resolve these as soon as possible.

7.21. Some Additional Cardholders may have access to multiple wallets for multiple wallet owners. In such cases, where You are an Additional Cardholder, You will be responsible for ensuring you are spending from the correct wallet.

8. Transactions made in foreign currencies

8.1. If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currency of Your Card Account, then such Transaction will be converted to the currency of Your Card on the day We receive details of it. We will use Mastercard® authorised exchange rates as applicable for such a Transaction see <https://www.mastercard.com/global/en/personal/get-support/convert-currency.html>, which may vary. A foreign exchange fee will also apply (see the Fees Table for details).

9. Card expiry and damaged and new cards

9.1. Cards are valid for a period of 36 months from the date of issue. The expiry date of Your Card is printed on the reverse. You will not be able to use Your Card once it has expired, nor will you be able to use the funds in the Wallet Account. We reserve the right to decline to issue a replacement Card. Your Card is valid for the period stated on the Card, unless its use is terminated earlier by Us or You in accordance with these Terms and Conditions.

9.2. If You do not request, nor have we provided you with a new Card following expiry of Your Card, any funds remaining in the Wallet Account will remain for a period of six years from the Card expiry date. The Wallet Account may be subject to a monthly maintenance charge (see the Fees Table for details). Where You are the Wallet Owner, You may contact Customer Services to request Wallet Owner funds be returned to the Wallet Owner at any time within the six year period. The funds cannot be provided to you in the form of cash (notes and coins). Any funds remaining in the Wallet Account after six years will not be refunded.

9.3. If You ask, We may replace a damaged Card, in this circumstance a fee may apply (see section 2 for details). You will be asked to provide Us with Your 9 digit token number which can be found on the back of Your Card above the expiry date, and other information so that We can identify You. Never share Your 16 digit card number, We will never ask for this.

10. Refunds

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

11. Keeping your Card Account, Wallet Account and Card safe

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

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

11.3. If You suspect that someone else knows Your PIN or Your Card Account ID Information, or either they or Your Card have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change Your PIN and password as soon as possible. You must contact Customer Services without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of your Card or Card Account ID Information. Any undue delay

in notifying Us may not only affect the security of Your Card Account but may result in You being liable for any losses as a result where Your failure to notify Us is intentional or grossly negligent. If You suspect that Your Card was used or the Wallet Account or Your Card Account was accessed by someone else, You should also contact the police and report the incident. You can change Your PIN at most ATM's by selecting the "PIN Services" option, or, after your first Transaction, when You log on to Your Card Account on the Cleva App. If You forget Your PIN You can access it when You log on to Your Card Account.

- 11.4. Without prejudice to our rights under section 15.7, we may suspend your Card and / or your Card Account and/or the Wallet Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Card or the Card Account or the Wallet Account or any of their security features or if we reasonably suspect that an unauthorised or fraudulent use of your Card or Card Account or Wallet Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.
- 11.5. If we think your Card or Card Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help address that risk.

12. Liability

- 12.1. In the case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, refund the payment amount including all fees deducted therefrom. This shall not apply:
- 12.1.1. where the unauthorised payment arises from Your failure to keep the personalised security features of Your Card or Card Account or the Wallet Account safe in accordance with section 12 of these Terms and Conditions, in which case you shall remain liable for the first £35 GBP (or equivalent in the currency of Your Card Account) unless section 12.1.3 applies;
 - 12.1.2. if You fail to notify us without undue delay of any loss of your PIN or Card Account ID Information or other event that could reasonably be expected to have compromised the security of Your Card or Card Account after You have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;
 - 12.1.3. if the transaction was unauthorised but You have acted fraudulently or compromised the security of your Card or Card Account or the Wallet Account with intent or gross negligence, in which case You shall be solely liable for all losses; or
 - 12.1.4. if You fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within 13 months from the date of the transaction.
- 12.2. In all other circumstances Our liability will be limited to repayment of the amount of the funds in the Wallet Account.
- 12.3. Unless You have acted fraudulently, section 12.1.1 shall not apply to transactions made after You have notified us in accordance with section 11.3 where we have failed to provide You with appropriate means for notification or we are required to use strong customer authentication but fail to do so, in which case we shall remain liable and refund any unauthorised transaction to You as soon as practicable.

- 12.4. Without prejudice to the foregoing, You are asked to check the transactions history of Your Card Account regularly and frequently and to contact Customer Service immediately in case You have any questions or concerns.
- 12.5. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist You with tracing and recovering such payments.
- 12.6. Subject to the foregoing, We shall not be liable for any disruption or impairment of Our service or for disruptions or impairments of intermediary services on which We rely for the performance of Our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond Our reasonable control or the control of the intermediary affected.
- 12.7. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from Our compliance with legal and regulatory requirements.
- 12.8. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 12.9. Our obligation under these Terms and Conditions is limited to providing You with a Card, a Card Account and related payment services and We do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by any merchant or intermediary.
- 12.10. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of your Card or Card Account or services provided in these Terms and Conditions.
- 12.11. Indemnity. You agree to defend, reimburse or compensate Us and hold Us and Our other companies in our corporate group harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that We incur or suffer due to or arising out of Your or Your agents' breach of these Terms and Conditions, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between You and Us.

13. Lost or stolen cards and unauthorised Transactions

- 13.1. You should treat the value on Your Card like cash in a wallet. If Your Card is lost or stolen or there is unauthorised use of Your Card, You may lose some or all of the value in the Wallet Account in the same way as if You lost cash.
- 13.2. If You believe that any Transaction conducted on Your Card is unauthorised, has been conducted in error or is otherwise incorrect, You must also let Us know without undue delay by contacting Customer Services. We may require You to provide details of the circumstances in writing.
- 13.3. You may be required to help Us, Our agents or any enforcement agency, at Our request, if Your Card is lost or stolen or if We suspect Your Card is being misused.
- 13.4. If Your Card is reported lost or stolen We will cancel it and may issue a new one. A fee may apply (see section 2 for details).
- 13.5. If You find Your Card after You have reported it lost, stolen or misused, You must destroy it and inform Us immediately. A lost, stolen or misused status on a card cannot be reversed.
- 13.6. No refund will be made until our investigation is complete. We reserve the right not to refund sums to You if We believe that You have not acted in accordance with these Terms and Conditions.

14. Statements

14.1. You can view the Wallet Account balance and Transactions, together with the date of receipt or transmission (the credit or debit value date) and the fees charged on the Cleva App at any time. We will not alter or amend information displayed in Your online transaction history. You should check Your Card Account balance and transaction history regularly. You should report any irregularities or clarify any questions You have as soon as possible by contacting Customer Service. You are responsible for keeping Your log on details secret.

15. Cancellation, termination and suspension

15.1. Depending on the method by which the Wallet Owner chooses to have their remaining Wallet Account balance refunded, a fee may be charged which will be deducted from the balance of the Wallet Account (see section 2 for details).

15.2. You may cancel Your Card at any time and without an additional charge: (i) during the Cancellation Period (see section 15.1 above) or (ii) if You disagree with a change we intend to make to these Terms and Conditions. You may also cancel Your Card at any time for any reason, however a cancellation fee may apply (see section 2 for details).

15.3. To cancel Your Card You must notify Customer Services. You will be responsible for any Transaction You have made or charges incurred before You cancelled Your Card. Once We have been notified by You, We will block the Card immediately so it cannot be used.

15.4. When Your Card is cancelled You must destroy it by cutting it in half through the chip and magnetic strip.

15.5. We reserve the right to terminate Your Card at any time if We give You two months' notice and refund any remaining funds.

15.6. We reserve the right to suspend or terminate these Terms and Conditions with You and suspend, restrict or terminate Your use of Your Card (including any replacement) immediately if:

15.6.1. You are in breach of these Terms and Conditions;

15.6.2. You violate or We have reason to believe that You are in violation of any law or regulation that is applicable to Your use of Your Card or Card Account;

15.6.3. We have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;

15.6.4. We can no longer process Your Transactions for any legal or security reason or due to the actions of any third party;

15.6.5. You refuse to co-operate in an investigation or to provide adequate identity or security information or documentary evidence for verification when requested;

15.6.6. We have reason to believe that Your Card, Card Account or conduct poses a security, credit, fraud, business or reputational risk to Us;

15.6.7. We need to do so in order to comply with applicable law or regulation or Mastercard® rules;

15.6.8. We are required to do so by any applicable regulatory body; or

15.6.9. You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Card Account.

15.7. These Terms and Conditions will terminate in the event of Your death.

15.8. If there is a positive balance in Your Card Account at the time Your Card Account is closed for any reason, these remaining funds will be returned to the Wallet Owner as instructed in writing by the Wallet Owner (less the applicable fees) provided the funds are not subject to any restriction.

15.9. Any funds which remain unclaimed for a period of six years following closure the Wallet Account shall expire and be forfeited.

15.10. We reserve the right to suspend Your Card at any time with immediate effect if:

15.10.1. We discover that any information You have provided is incorrect or incomplete; or

15.10.2. if a Transaction has been declined because of lack of available value in Your Card Account.

15.11. If any Transaction, fee or charge is found to have been incurred using Your Card following cancellation or termination, You agree to pay all such sums to Us immediately on demand.

16. Personal data

16.1. You explicitly consent to Us accessing, processing, and retaining any information You provide to Us, for the purposes of providing payment services to You. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing Your Card Account. If You withdraw consent in this way, We will cease using Your data for this purpose, but may continue to process Your data for other purposes where We have other lawful grounds to do so, such as where We are legally required to keep records of Transactions.

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

17. Your details

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

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

18. Complaints procedure

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

18.2. If having received a response from Cleva's Customer Services you are unhappy with the outcome you can escalate your complaint to Crunch Payments Complaints Department at: Compliance@crunchpayments.com.

If having received a response from Crunch Payments you are unhappy with the outcome you can request in writing that Crunch Payments further escalate Paysafe Complaints Department.

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

18.4. You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For additional contact details you may visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk.

19. Customer services

19.1. Details of the current Customer Services are available on the Website. A Lost and Stolen reporting service is available 24 hours a day, 7 days a week. We may record any conversation You have with Customer Services for training and/or monitoring purposes for quality assurance purposes. Customer Services will be provided by Cleva acting on behalf of Paysafe Financial Services Limited.

20. General

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

20.2. You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Terms and Conditions. You agree that We may transfer or assign Our rights or novate Our obligations under these Terms and Conditions at any time on giving You at least two (2) months' prior written notice. If You do not want to transfer to the new Card Issuer You may contact Us and We will terminate Your Card and Card Account. Any balance remaining in Your Card Account will be returned to You in accordance with Our redemption procedure.

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

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

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

20.6. These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Card and Card Account and the Wallet Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.

20.7. These Terms and Conditions are governed by the laws of England and Wales. You agree to the exclusive jurisdiction of the courts of England and Wales.