## Terms and conditions.

If you purchased or deposited Neosurf before 12.00 am 24th November your T's and C's are here.

# If you purchased or deposited Neosurf from 12.00 24th November 2023 until 29th December 2023 your T's and C's are here.

"Safe-Voucher", "the company", "we", "us" or "our", refers to Safe-Voucher Ltd. Safe-Voucher Ltd distributes e-money issued by Moorwand Ltd, serving customers across the United Kingdom. Moorwand Ltd, registered in England and Wales under company registration number 08491211, is authorised and regulated by the Financial Conduct Authority as an Electronic Money Institution (FRN 900709).

FCA Link: https://register.fca.org.uk/s/firm?id=001b000003ZcrWOAAZ

"Customer", "user", "you", "your", "their" or "they", refers to the person purchasing a Neosurf Prepaid Voucher and/or registering for a myNeosurf account, and to whom these Terms and Conditions shall apply.

"Voucher", refers to a Neosurf Prepaid Voucher which stores electronic money units representing a claim you hold on the issuer.

"PIN" means the Personal Identification Number on the Neosurf Prepaid Voucher distributed to you by Safe-Voucher, which consists of a 10-character alphanumeric code.

"myNeosurf Account", refers to Neosurf's e-money account/wallet.

"Distributor" refers to a Safe-Voucher authorised retail outlet who facilitates the purchasing of Neosurf Prepaid Vouchers.

"Merchant" refers to any commercial or business entity that is approved by, contracted to, and integrated with Safe-Voucher, to accept payment through Safe-Voucher.

## Warning

If you do not agree with the following Terms and Conditions please disconnect from our website and refrain from buying a Neosurf Prepaid Voucher.

In the case you already purchased a Neosurf Prepaid Voucher you may ask for a refund according to Section-9 hereafter.

## 1: OBJECT OF THE CONTRACT

The contract aims to define the conditions for using a Neosurf Prepaid Voucher.

## 2: DESCRIPTION OF SERVICE

Vouchers are distributed by a network of retail outlets authorised by Safe-Voucher.

The Vouchers are sold for face value which must appear on the voucher. The

Vouchers show an expiry date on the voucher receipt.

The Vouchers allow you to make payments on the websites of merchant partners of Safe-Voucher.

The Vouchers also allow you to credit certain e-money wallets/accounts such as myNeosurf Accounts.

## 3: USE OF A NEOSURF PREPAID VOUCHER

Each Voucher has a 10 alphanumeric characters PIN printed on it.

It is by entering this PIN on a dedicated online form that the customer places an order for payment or transfer of funds with their Voucher.

You acknowledge that all payment orders passed through entering your Voucher PIN will be made by you.

Once a service is subscribed on a merchant of Safe-Voucher, you choose to pay by Voucher and click on the Neosurf logo among the means of payment.

A new window will appear under the colours of Neosurf that summarises:

- The merchant you want to pay
- The service or product type you want to purchase
- The amount you agree to pay

You are invited to enter the Voucher PIN in 3 white boxes (4 + 3 + 3) characters.

It is by entering the Voucher PIN on this page that the customer pays the contracted service to the merchant, or transfers funds using their Voucher

The Voucher is immediately debited by the amount paid or transferred.

You can repeat as many times as you want until exhaustion of the balance of the Voucher.

Safe-Voucher may refuse to execute a payment order given by you, for various reasons including the lack of provision or any other cause.

The myNeosurf account is not a bank account, it cannot be used to receive salary, wage or similar payments made to you for paid services carried out by you nor can it be used to receive funds for onward payment into a bank account. If you have purchased a Neosurf voucher for such purpose we will provide you with a refund no more than once per account. If we reasonably believe you are using your myNeosurf account for such purpose, we may close your myNeosurf account.

## **4: CURRENCIES AND FEES**

Vouchers are sold in GBP.

If payments are made in a different currency, your Voucher will be debited according to the current exchange rate plus an exchange fee.

The exchange fee is 2% (3% for the currency PLN).

## 5: DUTIES OF SAFE-VOUCHER AND- SERVICE AVAILABILITY

Safe-Voucher implements all the necessary technical resources to ensure you may use

the service for its intended purpose, and to ensure the best access possible to that service.

The service can, in principle, be used 24 hours a day, on every day of the year.

However, the service is available via the Internet and via mobile phone networks, and Safe-Voucher does not guarantee continuous availability of service.

The service may particularly be interrupted temporarily in case of force majeure, technical difficulties, or other computer-related disruptions and, in particular, in the event of a disruption in the communication network used.

In addition, you agree that access to or use of the service may temporarily be interrupted because of repair services, maintenance, updating of data or changes implemented by Safe-Voucher.

#### 6: LIABILITY OF SAFE-VOUCHER AND THE USER

The responsibility of Safe-Voucher towards you may only apply for proven facts affecting you directly.

It will cover only direct and proven damages such as defined by law and jurisprudence.

Thus, Safe-Voucher will not be liable because of third parties, strikes, fraud, disruption of supply sources, computer viruses, machine incidents, hacker attacks, explosions or any other event beyond its control.

These events will have the same effect as the force majeure (suspension of contract and possible termination by the parties in the terms and conditions set out below).

In case of appeal against Safe-Voucher by a third party because of you, you will indemnify Safe-Voucher against any demands, claims or convictions.

The responsibility of Safe-Voucher will not apply in case of force majeure as defined by law and the Supreme Court.

## 7: PROOF

It is expressly agreed that any payment order or remittance which is subject to validation by entering the code on the Voucher is deemed to emanate from you.

You acknowledge that validation of such operations by secret PIN is proof of your acceptance, without reservation, unless proven otherwise.

You hereby certify that all payments you will make will be for the purchase of goods or services through the site of a merchant, partner of Safe-Voucher.

You are advised that all transactions you initiate can be recorded in electronic, magnetic or optical support.

You expressly agree that the evidence of transactions initiated and/or ordered by you, pursuant to this contract, is the result of recordings made by Safe-Voucher, unless proved otherwise.

#### 8: ASSISTANCE

You may ask for assistance about the use of Vouchers by sending an e-mail to:

## support.uk@neosurf.com.

#### 9: REIMBURSEMENTS AND COMPLAINTS

In order to request the reimbursement of a Voucher you must open a myNeosurf Account at www.myneosurf.com and credit it with funds from your Voucher balance.

Once the account is credited, you can request the refund of the balance by clicking on the link "Refund" and entering your bank details in the form IBAN + BIC. For all Refunds a KYC (Know-Your-Customer ID Verification) will be systematically requested, which may include proof of address and proof of bank account. If we are unable to verify this documentation there may be a delay in processing the refund request. If we are unable to establish bank account ownership, we may refuse the refund request. All refunds will have a management fee of 5% will be applied.

For any claim related to a payment made to a merchant with your Voucher, you are invited to retrieve your payment details in the tab "Payments History" on neosurf.co.uk and communicate them to the merchant credited.

In cases where difficulties persist you can contact the Safe-Voucher Client Relations department by email at: <a href="mailto:support.uk@neosurf.com">support.uk@neosurf.com</a>.

Claims related to goods or services purchased, order cancellations or reimbursements cannot be addressed to Safe-Voucher, and must be submitted to the corresponding merchant.

Only those that relate to a failure, or an error, in executing the payment transaction by Safe-Voucher are covered by this article.

If the payment transaction is executed by Safe-Voucher with errors due to a failure of Safe-Voucher and is not attributable to a third party, force majeure or fault of your own, the operation is cancelled.

Any dispute request must be sent by registered letter with acknowledgment of receipt to Safe-Voucher within 7 days of receipt of order (address at end of this document).

You agree to provide all the necessary elements to determine the circumstances of the transaction.

In the case of a dispute, the customer can take the case to the Financial Ombudsman Service (details below):

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Website: <a href="https://www.financial-ombudsman.org.uk/">https://www.financial-ombudsman.org.uk/</a>

Telephone: 0800 023 4567

## 10: PERSONALINFORMATIONSTORAGE, PROTECTIONAND CONFIDENTIALITY

Personal information collected through this contract are binding and can be processed by computer.

The information collected will be used to manage this contract, and can also be used by Safe-Voucher for commercial prospecting operations. On their personal information collected, the customer has a right of access and rectification.

In addition, the customer may invoke a right of opposition, including the use of such information for marketing purposes.

This right of opposition may be exercised when collecting personal information.

To exercise all such rights, (access, rectification, opposition), the customer can write to Safe-Voucher (address at end of this document).

If you wish to close your account, you may do so in writing to Safe-Voucher (address at end of this document).

## 11: LAW

This contract is governed by the law of England and Wales.

In the absence of agreement the only relevant courts are the jurisdiction of England and Wales.

## 12: CONTACT ADDRESS

Safe-Voucher Ltd, Third Floor, Goldvale House, 27-41 Church Street West, Woking GU21 6DH UNITED KINGDOM