

This document sets out the terms and conditions for your Vox Money account (your account) and its related services. It also sets out other important things that you need to know. You must read it carefully.

These terms and conditions, along with the <u>Privacy Policy</u>, the <u>Fees Website</u>, <u>Card Rewards Cashback – Terms and</u> <u>Conditions</u> and any other terms and conditions that apply to our services, form a legal agreement (the agreement) between:

- You, the Vox Money account holder; and
- Us, being Omnio EMI Limited (the Issuer in Section 30).

You can contact us:

• By email at customerservice@voxmoney.co.uk

By applying for, through any means of application, or otherwise using a Vox Money account, you are agreeing to the full terms and conditions of this agreement, as they are displayed on the Website at any given time. The terms and conditions will change from time to time and the effective version displayed on the Website supersedes any written versions thereof.

Definitions and Terms

"Vox Money account" and "account" means the e-money account governed by this agreement, including any wallet or tool on your account, and any payment instrument (such as a Card) which is issued to you and any other relevant service provided to you under this agreement.

- "Agreement" and "this agreement" means these terms and conditions, the <u>Fees Website</u> along with the <u>Privacy Policy</u>, governing the use of your Vox Money account.
- "Available Balance" and "Available Funds" means the value at any given time of unspent funds on your Vox Money Account and available to pay for transactions and costs and charges payable under this agreement.
- "Denominated currency" means Pounds Sterling.
- "Direct Debit" is an arrangement that allows a third party to withdraw money from an individual's account on agreed, regular dates, typically in order to pay bills.
- "Fees Website" means the specific page on our Website that displays our Fees, found <u>here</u>.
- "Merchant" means a provider of goods and/or services who accepts the Card as a means of payment whether by distance means (e.g. by telephone and on-line) or over the counter (as applicable).
- "**POS**" means the point of sale of a Merchant where your Card can be used for purchases using Card payment either in store, online or over the phone.
- "Privacy Policy" means the specific Privacy Policy as displayed on the Website that governs our use of your personal information, and forms part of this legal agreement.
- "Rewards T&Cs" means Card Rewards Cashback Terms and Conditions as they are set out at any given time and can be found here.
- A "**shortfall**" occurs when a transaction is completed when there are insufficient funds for that transaction, and such shortfall can also be called a "**negative balance**".

"Vox Money card" or "Card" means the Visa Card issued to you under this agreement.

"Vox Money accountholder" means the named Vox Money accountholder to whom the e-money is issued on their Vox Money account.

"We", "us" or "our" means Omnio EMI Limited as the Issuer (see more in Section 30) and as the entity bringing Vox Money to you.

"Website" means www.voxmoney.co.uk where you can find the effective version of this Agreement at any given time, such as the Terms and Conditions at www.voxmoney.co.uk/terms-conditions, the Fees Website at www.voxmoney.co.uk/help/services-and-fees and the Privacy Policy at www.voxmoney.co.uk/privacy-policy, along with terms and conditions on any Vox Extras at www.voxmoney.co.uk/rewards-terms-and-conditions, and more.

"Working day" means a day between and including Monday to Friday, between 9am and 5pm (UK time) except for bank or public holidays in England and Wales;

"You", and "your" means the Vox Money accountholder.

1. Your Vox Money account

Your Vox Money account is a 'virtual' account that holds your e-money. E-money is an electronic alternative to cash. If you or someone else gives us money on your behalf, we'll issue an equivalent value of e-money in Pounds Sterling. We'll store the e-money in your account, which will not earn any interest, and other people will accept it as payment. Your Vox Money account is not transferable; it may only be used by you.

In these terms and conditions, we use 'money' to refer to e-money.

2. Applying for a Vox Money account

To apply for the Vox Money account, you must be at least 18 years old and a UK resident. When you apply to us to open a Vox Money account, we or someone acting for us, will ask for information and evidence of who you are and what your address is and similar. We do this for a number of reasons, including to check your identity and to meet our legal and regulatory requirements. Our Privacy
Policy explains more about how we use your information for these and other purposes. In any case, if you apply, you agree that we may ask for such and further documentary evidence in some cases and/or we may carry out checks on you electronically:

 When we perform electronic checks, personal information provided by you may be disclosed to a registered credit reference agency who may keep a record of that information. A credit check is not performed and your credit rating will not be affected. By applying for the Vox Money account, you are agreeing to your information being passed to such agencies for this purpose.

You cannot:

- open more than one Vox Money account; or
- open a new Vox Money account if we've previously closed a Vox Money account of yours.

3. Your Vox Money account

Once you have money in your Vox Money account, you'll be able to use our services. For example, you can do the following, provided there is sufficient Available Balance:

- send money to and receive money from other Vox Money accounts and non-Vox Money accounts (through select bank clearing schemes);
- make Direct Debit payments, as further set out in Section
 6.

- make regular payments, such as bills. The Vox Money account has been designed to enable you to designate some of your funds for important regular payments. You should ensure sufficient funds are allocated to your Vox Money account to cover any such recurring payments you wish to make using your Vox Money account.
- make payments and withdraw cash from ATMs using your Vox Money Card; and
- view information about and manage your Vox Money account.

You can check payments into and out of your Vox Money account through the web and mobile app, and we recommend that you regularly check the status on your Vox Money account, since it is important that you know what payments go into and out of your account.

4. Closing your Vox Money account

You can close your Vox Money account, and so end this agreement, at any time by letting us know. You can do this, for example, through the web or mobile app.

You will still have to pay any charges you owe (for example, due subscription or standing orders). We may also charge you any cancellation fees that may apply.

When you tell us you want to close your account, we will give you the opportunity to withdraw the money from your Vox Money account. However, we will hold back enough money to cover any payments that you approved before your Vox Money account was closed. You'll also owe us any money that you owed us while your Vox Money account was open.

Note that if you close your Vox Money account, we will immediately block your Vox Money Card so that it cannot be used.

We can also end this agreement, which will result in us closing your Vox Money account and block your Vox Money Card, in the following situations:

- a. for any reason by giving you at least two (2) months' notice.
- b. immediately (where we will inform you as soon as practicable):
- i. if you break an important part of this agreement, or repeatedly break any term in this agreement and fail to resolve the matter in a timely manner; or
- ii. if you act in a manner that is threatening or abusive to us or our staff, or any of our representatives; or
- iii. if you, or your use of the Vox Money account and or Card, is reasonably considered to pose unacceptable risk to us and or the Card scheme and payment methods;
- iv. if you fail to pay costs or charges that you have incurred or fail to put right any shortfall (as set out on our <u>Fees Website</u> and Section 9 "Authorising Transactions").

For the avoidance of doubt, this agreement will terminate immediately in the event of your death.

We may also cancel or suspend your Vox Money account, in parts or in whole, immediately if we reasonably believe it is deliberately being used to commit fraud, financial crime or for other illegal purposes. If we do this, we will tell you if and when we are permitted legally to do so.

Your Vox Money Card will be valid for the period ending on the expiry date set out on your Vox Money Card. On the expiry date, your Vox Money Card will cease to function and you will have no further rights to use it. Your Card may cease to function earlier, such as when you terminate the agreement.

Following termination of this agreement and/or cancellation of your Card, any funds on your account will be returned to you once all transactions initiated or requested by you and all relevant fees and costs have been processed. Please see "How to access money

following closure of Vox Money account & your right to a redemption" in Section 5 below, which sets out how funds will be returned and further terms relating to the return of funds.

5. How to access money following closure of Vox Money account & your right to a redemption

You have the right to redeem the funds in your Vox Money account at any time. You can do so by sending your request to customerservice@voxmoney.co.uk and ask us to send you the money we hold for you. However, we will not redeem the funds remaining in your Vox Money account after six years from the date of cancellation or other termination of your Vox Money account and or this agreement.

6. Moving money in and out of your Vox Money account

Adding money

You can add money to your Vox Money account by using the available "load" functions. Instructions are available on the Website. Please note that we can only accept payments via BACS or Faster Payment, we are unable to process CHAPS payments.

When you add money by bank transfer, you must use the sort code and account number details stated for your account, as displayed in the web and mobile app. When we receive the money, we will add the equivalent value of e-money to your account.

Limits apply to the number of times your Vox Money account may have funds loaded onto it in a day and certain minimum and maximum limits apply to such payments. Please see our Account Limits in Section 15 for more information. We reserve the right to refuse to accept any such transaction at our reasonable discretion. Please note that, upon receipt by us, your funds will be available for

use without delay. Please see Section 7 "Using the Vox Money account" below for more information.

We'll always make sure you can add money without fees in the UK; see our <u>Fees Website</u>. However, note that your bank or card provider may charge you a fee when you add money to your Vox Money account. In addition, some ways of adding money, and in some regions, involve a cost to us. Where they do, we may pass that cost on to you as a fee.

In instances if someone puts money into your account by mistake, you give us permission to return it.

There is more information on how to add money to your Vox Money account in our <u>FAQs</u> and there is more information on Faster Payments (UK) and BACS (UK).

Sending money

You can use your Vox Money account to send money to another UK bank account (yours or someone else's), whether it is a one-off payment or a recurring payment. Such payments will be made using the Faster Payments scheme. You will need to enter the relevant information on the beneficiary of such payment, including the account number and sort code of the account you're sending money to. We may need to ask for other information as well. In addition, you can also send money to, and receive money from, other Vox Money accounts.

Direct Debit

Furthermore, you can set up your account to make Direct Debit payments. You are in control of your Direct Debit. You are able to limit the amount of it or how often it is paid. You can also set your Direct Debit towards a specific "wallet" within your Vox Money account (more information on wallets can be found in our <u>FAQs</u>). If you decide to do that, we will only use the Available Funds on the wallet itself to pay such a Direct Debit. You are in control of the wallet: meaning that we will not process a Direct Debit payment unless there is money on the wallet itself, regardless of whether there are Available Funds on your Vox Money account. You are responsible for ensuring that you have sufficient funds available on your Vox Money account (and your wallet, if you have

opted for such) to cover any type of outbound payment and the transaction cost authorised by you. If a Direct Debit payment is due and there are insufficient funds (whether on the Vox Money account or the selected wallet within the account) available to cover the full payment, including the transaction cost, the payment will be declined. In such instances we reserve the right to have the ongoing Direct Debit instruction to pay, removed. In this event, the "instruction to pay" will be reinstated only on receipt of a new mandate from you and the necessary funds to make such payments.

There is more information Direct Debits in our FAQs.

7. Using the Vox Money account and card

- a. Before using your Vox Money account, you need to make sure there are sufficient Available Funds. If you set up a recurring payment or regular subscription using your Vox Money Card, you must ensure that there are sufficient Available Funds to cover it.
- b. You will not be able to use your Vox Money Card after its expiry date (though redemption of any remaining funds will be available as set out in section 5).
- c. Spending/withdrawal limits may apply to your Vox Money account. Please see Account Limits in Section 15 for more information.
- d. All payments made using your Vox Money Card shall be in the Denominated Currency. If you are paying for goods and services in a different currency to the Denominated Currency, the amount payable is converted at an exchange rate determined by a third party for the time your transaction is processed. In addition, a foreign currency cost will apply. Please see our Fees for more information.
- e. In each case, we will deduct the value of payment transactions made with your Vox Money Card or your Vox Money account from the balance on Vox Money account as soon as the transaction is

made or authorized. We will also deduct any applicable costs as soon as they become payable by you. Please see our <u>Fees</u> Website for more information.

- f. As with other payment cards, we cannot guarantee all Merchants will accept your Card. Please note that all Merchants are required to check that your Available Balance is sufficient to cover the transaction amount.
- g. In some circumstances we or a Merchant may require you to have an Available Balance in excess of the transaction amount, including:
- i. when the Card is used at certain Merchants (such as bars and restaurants) an additional amount (usually 10%) is automatically added by the Merchant as an anticipated service charge or tip, which will temporarily reduce the balance on the Card.
- ii. If your actual service charge or tip is less than the additional amount incurred, it may take up to twenty one (21) days from the date of the transaction before the difference is available to spend. In any case, only the actual amount of the final bill agreed between you and the Merchant should be deducted from the Card.
- h. You can check your Available Balance at most ATMs displaying the Visa acceptance mark, however some ATMs (particularly those abroad) do not display Card Balances. Alternatively, you can check your Available Balance 24/7 by logging in to your Vox Money account online or through the mobile app.

8. Suspension of a Vox Money account (or Card)

The safety of your money is important to us. We might prevent you from making payments from your Vox Money account or with your Vox Money Card if we're reasonably concerned about its security or that it might be used fraudulently or without your permission. We

may also have to block or suspend your Vox Money account or Vox Money Card to meet our legal obligations.

To name a few instances where we may suspend, restrict, replace or cancel <u>your Vox Money account or Card</u> or refuse to issue or reissue your Vox Money Card, could be for reasons relating to the following:

- i. if we have reasonable cause to be concerned about the security of your Vox Money account or Card;
- ii. if we reasonably suspect your Vox Money account or Card is being used in an unauthorised or fraudulent manner;
- iii. if you break an important part of this Agreement, or repeatedly break any term in this Agreement and fail to resolve the matter in a timely manner; or
- iv. if we need to do so to comply with the law.

Please bear in mind that your Vox Money Card belongs to us. Furthermore, if we take any of the steps referred to in above, we will inform you as soon as possible (unless it would reduce your or our security or it would be unlawful). After we have taken these steps, we may ask you to stop using your Card and return it to us or destroy it. We may issue you with a replacement Card, if after further investigations, we believe that the relevant circumstances set out above no longer apply.

In addition, we may suspend, restrict, replace or cancel your Vox Money account in certain circumstances, which include the following:

- if we have good reason to suspect that you are behaving fraudulently;
- if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;

- if you've broken these terms and conditions in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- if we have good reason to believe that your use of the Vox Money account is harmful to us or our software, systems or hardware;
- if we have good reason to believe that you continuing to use your account could damage our reputation or goodwill;
- if we have asked you to repay money you owe us, including but not limited to any shortfall which may occur, and you have not done so within a reasonable period of time;
- if you've been declared bankrupt; or
- if we have to do so under any law, regulation, court order or ombudsman's instructions.

We may also decide to close or suspend your account for other reasons. We would contact you at least two months before we do this.

9. Authorising transactions

- a. The authorisation of a transaction made with your Vox Money account or Card can include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.
- b. A Vox Money Card transaction will be regarded as authorised by you where you authorise the transaction at the POS by following the instructions provided by the Merchant to authorise the transaction, which includes:

- i. entering your PIN or providing any other security code and or authentication;
- ii. signing a sales voucher;
- iii. providing your Vox Money Card details and/or providing any other details as requested;
- iv. using your Vox Money Card in a card reader;
- v. inserting your Vox Money Card and entering your PIN to request a cash withdrawal at an ATM;
- vi. making a request for a cash advance at any bank counter;
- vii. and similar authorisations as approved for such by Visa.
- c. Authorisation for a Vox Money Card transaction may not be withdrawn (or revoked) by you after the time We have received it. However, 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 (and provide a copy of the notice to us by emailing customerservice@voxmoney.co.uk by no later than the close of business on the business day before the (future) transaction was due to take place.
- d. Authorisation will be requested at the time of each Vox Money Card transaction. In the unlikely event (for any reason whatsoever) a transaction is completed when there are insufficient Available Funds on your Vox Money account or Card for that transaction, the resulting shortfall must be reimbursed by you immediately.
- e. You are responsible for ensuring that you have sufficient funds available to cover any other type of outbound payment transaction cost authorised by you, such as Direct Debits and Faster Payments, and any other costs such as the monthly cost for your Vox Money account.

- f. You agree that, once we make a shortfall known to you, you must repay it immediately. We may suspend your Vox Money account until we are reimbursed the full shortfall amount.
- g. We may also refuse to process or honour a transaction:
- i. if we suspect your Vox Money account Card is being used in an unauthorised or fraudulent manner;
- ii. if you have not paid enough money onto Vox Money account at the relevant time to cover the amount of the transaction and any applicable costs; or
- iii. if we believe that a transaction will break the law.
- h. If we refuse to authorise a transaction, we will inform you as soon as possible (unless it would be impractical or unlawful for us to do so). You may correct any information we hold (and/or which may have caused us to refuse a transaction) by contacting "Customer Services" customerservice@voxmoney.co.uk.

10. Keeping your Vox Money Account secure

We do everything we can to ensure that your money is safe. We ask you to do the same by keeping your Vox Money account and Card safe. You simply should treat your Vox Money Card, and the security details of your Vox Money account, like cash. If it is lost or stolen, you may lose some or all of your money on your Vox Money account, in the same way as if you lost cash.

This means you shouldn't keep your security details near your app or other access to your Vox Money account or Card, and you should disguise or protect them if you write them down or store them. Don't share your security details with anyone other than an authorised third-party provider who is acting in line with this agreement or regulatory requirements. We'll explain more about third-party providers in Section 19. Also, don't let anyone else use your Vox Money account (or your Vox Money Card); keep your Vox Money Card PIN and the Vox Money account security details, such

as your User ID, your online password and your online PIN, secret at all times.

If you suspect that anyone else knows any security details for your Vox Money account, you should take immediate steps to change your security details and contact us as set out in "Your Liability" in Section 11 below. Also, if your Vox Money account is lost or stolen, contact us as soon as possible.

You must also take reasonable steps to protect your mobile device and your computer so that they cannot be used to access your Vox Money account, including ensuring the computer and mobile device you use meet reasonable security standards. You must carry out regular virus checks on your own computer.

11. Your liability

If you become aware or if you suspect that your Vox Money Card PIN or Vox Money account details are known to an unauthorised person, or if you think a transaction is unauthorised or has been incorrectly executed, you must tell us without undue delay by contacting Customer Services. If you know or suspect your Vox Money Card is lost or stolen, you must contact us without undue delay by emailing customerservice@voxmoney.co.uk.

Provided you have not acted fraudulently or with gross negligence we will refund the amount of any transactions which our investigations show were not authorised by you and which arose after you notified us of the loss, theft, misappropriation or unauthorised use of your Vox Money account.

If you have broken the terms of this Agreement, acted fraudulently or otherwise your action has caused us to suffer costs or losses, you will be responsible for any foreseeable losses or costs we suffer as a result of your action. In addition, you will be responsible for any reasonable legal costs that arise because of our losses. We will of course always aim to keep our losses and our costs to a minimum.

12. Our liability

We limit our liability to you subject to law so that we are only liable to foreseeable loss. Such means that nothing in the agreement removes or limits our liability for death or personal injury resulting from our negligence or fraud but we do limit and exclude any liability for things like, any loss related to your business or interruptions of such, loss of profits and opportunities, any loss incurred as a result of your inability to access the mobile or web apps, any losses incurred as a result of you doing anything set out in this agreement that you should not do, any losses as a result of failed payment due to insufficient funds in your account, losses incurred as a result of using a third party provider in connection with your account, losses incurred as a result of abnormal or unforeseeable circumstances. outside our reasonable control, including delays or failures caused by problems with another system or network, data-processing failures, mechanical breakdown or industrial action; losses or costs incurred where a regulatory requirement means we must break our agreement; losses incurred as a result of your negligence, fraud or breach of any of the terms of our Agreement; or losses incurred from you sharing your information, security information, card or app with any other person.

13. Disputed Transactions

- a. You may be entitled to claim a refund for a transaction made with your Vox Money account Card where:
- i. the transaction was not authorised by you;
- ii. the transaction was incorrectly executed by the Merchant and notified to us (in accordance with the "Authorising Transactions" in Section 9 above);
- iii. the transaction did not specify the exact amount at the time of its authorisation and the amount charged by the Merchant was more than you could reasonably have expected, taking into account normal spending patterns on your Vox Money account Card or the

circumstances of the transaction. (However, please note that a claim for a refund in such circumstances needs to be made within 90 days of the date of the transaction was applied to your account and will not be accepted if the amount of the transaction was authorised by you and the time between the authorisation and the date of the transaction applied to your account did not exceed 30 days.);

iv. we were notified of the unauthorised/incorrectly executed transaction within 120 days of the date the transaction shows in your account.

- b. If any of the above circumstances apply, you should first contact the Merchant, as this may lead to a quicker resolution of the dispute. You may also ask us to investigate the transaction or any misuse of your Vox Money Card. Subject to the other terms of this Agreement, we will immediately process a refund of the amount of the disputed transaction. We may need more information and assistance from you to carry out such an investigation.
- c. If we refund a disputed transaction to your Vox Money account or Card and subsequently receive information to confirm that the transaction was authorised by you and/or correctly posted to your Vox Money Card, we shall deduct the amount of the disputed transaction from the Available Funds (or, if the Available Funds are insufficient, require you to immediately refund the shortfall).
- d. If our investigations discover that the disputed transaction was genuine and authorised by you, or that you acted fraudulently or with gross negligence, we may charge you for our costs and/or losses in accordance with "Your Liability" in Section 11 above.

14. We can change this Agreement

We may change the terms of this Agreement (including, without limitation, changing existing fees or introducing new costs) by notifying you by e-mail, via the Website, or by other agreed means at least two (2) months before such change is due to take effect, (or a shorter period if required by law). This means you should always

keep your email with us up to date and whenever you want to read the agreement, to read the up- to- date version on the Website.

The notices and up-to-date version of this Agreement will always be available on the Website. We recommend that you check the Website regularly for any such notices and changes.

We'll assume you're happy with the change unless you tell us you do not agree to the change(s) prior to the change(s) taking effect. In such circumstances, we will treat your notice to us as notification that you wish to terminate this Agreement immediately, and we will then close your Vox Money account and refund any balance on your Vox Money account in accordance with the "How to access money following closure of Vox Money account & your right to a redemption" in Section 5 above. In such instance, you will not be charged a refund fee nor an account closure fee.

15. Transactions and Account Limits

All transactions on the account are made in pounds sterling, therefore when the card is used outside the UK you may incur fees (see our Fees Website).

When you use your Card at an ATM, you may be subject to applicable fees and/or surcharge rules and regulations of the relevant ATM provider or other financial institution or association.

We reserve to right to close the Vox Money account if you continually or repeatedly fail to pay your pending costs or fees.

The Fees for your Vox Money account can be found on our <u>Fees</u>
<u>Website</u> (but you can also view them in the regulatory format <u>here</u>): **Account & Card Limits**

The below shows general usage limits associated with your Vox Money account and or Card. We may apply further and other limits to the use of your Vox Money account and or Card for security- and anti-financial crime reasons from time to time. We also note that you will not be able to use your Card or your Vox Money account to purchase fuel at an automated fuel dispenser.

Have a question relating to usage limits of your Vox Money account? See <u>FAQs</u>

VALUE OF MAXIMUM BALANCE	
Maximum Balance on Account	£7,500
VALUE OF FASTER PAYMENTS & SCHEDULED PAYMENTS	
Per Day	£5,000
Per Month	£10,000
Per Year	£60,000
VALUE OF PAYING IN LIMITS	
Per Day	£5,000
Per Month	£10,000
Per Year	£60,000
NUMBER OF PAYING IN TRANSACTIONS	
Per Day	10

Per Month	30
Per Year	360
VALUE OF CARD PURCHASES	
Per Day	£5,000
Per Month	£7,000
Per Year	£84,000
NUMBER OF CARD PURCHASES	
Per Day	20
VALUE OF ATM WITHDRAWALS	
Per Day	£500
Per Month	£7,000
Per Year	£80,000
NUMBER OF ATM WITHDRAWALS	
Per Day	3

VALUE OF PURCHASES AT AUTOMATED FUEL DISPENSER	
Per Day	£0

16. What happens if you owe us money

We do not provide you with an overdraft facility or lending into your Vox Money account. However, the legitimate use of a Card and or payments to and from the account can result in a negative balance or a shortfall. If such happens, you must top up your account immediately and such negative balance is considered money you owe to us.

In case you owe us money, including but not limited to debt due to fees, costs or negative balance, we can deduct the amount you owe us from any amount we are due to pay to you. We call this our right of set-off. In addition to this, if you owe us money, we may take the amount you owe us from your Vox Money account or any wallet within the account (as further explained in Section 17). If you add money to your Vox Money account while you owe us money, we may use that money to offset against the amount we are due from you.

This means, that if not enough money is held in your Vox Money account to pay the amount you owe us, and you don't top up your account or repay us, we can recover the amount by:

- us exercising our right of set-off; or
- us taking the amount you owe us from your Vox Money account and or your wallet; or
- taking other legal steps to recover the money you owe us, such as instructing lawyers or debt collectors.

If we take any (or all) of these steps, we may charge you our reasonable costs.

17. Your wallet on your Vox Money account

More information on wallets can be found in our <u>FAQs</u>. However, you must be aware that you are responsible for ensuring that you have sufficient funds available on your Vox Money account, including specifically on your wallet (if you have opted for that option), to cover any type of costs or outbound payment. We will not process transactions if you do not have sufficient money on the wallet, regardless of whether there are Available Funds on your Vox Money account.

If you owe us money, we may take the amount you owe us from either your Vox Money account or your wallet.

18. Your details

If you change your name, address, telephone number or e-mail address, you must let us know as soon as possible by emailing customerservice@voxmoney.co.uk. If we contact you in relation to your Vox Money account, for example, to notify you that we have cancelled your Card or to send you a refund, we will use the most recent contact details you have provided to us. We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account, (provided we are not prohibited from doing so by law), or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat. We will use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal or contact details change.

We will not be liable to you if your contact details have changed and you have not told us and any e-mail to you will be treated as being received as soon as it is sent by us.

19. Open banking and third-party providers

You can use 'open banking' to allow other providers to have access to your Vox Money Account.

Allowing open banking providers to have access

You can allow open banking providers to have access to your account information or make payments from your account on your behalf. These providers are often referred to as "open banking providers" or "third-party providers".

These providers need to be authorised by a regulator to provide such services to you (such as the Financial Conduct Authority if the provider operates in the UK). If you are thinking of using a third-party provider, you should ask them for details of their authorisation and check this yourself. (You can do this by checking the regulator's online register of authorised providers).

When you access the Vox Money account via a third-party provider, our terms and conditions still apply to your use.

Sometimes we might have to block a third-party provider's access to your account (for example, if we're concerned about fraud, if they don't have the authorisation they need or if there are legal or regulatory reasons for doing so). We will communicate such with you, unless such would be unlawful or security reasons for not doing it. When you use a third-party provider, you authorise them and give consent to them to have access to your account information or make payments from your account on your behalf. Which means, you also have a right to block such access, and should contact us if you think someone is acting without your consent.

Allowing other providers to have access

You can allow other providers to have access to your account information, and even in special circumstances make payments from your account on your behalf, outside the scope of open banking, when you provide someone with a "power of attorney" which we may approve to provide another provider, such as for example your Credit Union, or Administrator, with such access on your behalf, for example for some of our most vulnerable customers.

Like with open banking and third party providers, we may sometimes need to block such providers access to your account (for example if we are concerned about fraud, their authorisation is out of date, or any legal or regulatory reasons for doing so), and we will communicate such with you, unless such would be unlawful or security reasons for not doing so. You can block such access and should contact us if anyone is acting without your consent.

20. Data protection and permission to process your personal information

To provide services under the agreement we need to collect information about you. By applying for and or entering into the agreement you are giving us permission to gather, process and store your personal information for the purpose of providing our services to you.

Under data protection law, we are what is known as the 'data controller' of your personal information. All Personal Data collected by us and passed to us in relation to this agreement will be handled in accordance with the Privacy Policy and applicable law. For more information about how we use your personal information, see our <u>Privacy Policy</u> and <u>FAQs</u>.

According to data protection law and our Privacy Policy, you can withdraw your permission by closing your Vox Money account which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing our

services, but we may need to keep your information for regulatory and legal reasons.

21. Disputes with merchants regarding purchases

If you have any disputes about goods or services purchased using your Vox Money account or your Vox Money Card, you should first try to settle these with the Merchant from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using your Vox Money account.

22. Communications for lost/stolen Vox Money card

If you have an enquiry relating to your Card, please contact Customer Services. If you believe your Card has been lost or stolen you can freeze or unfreeze the Card in the customer web portal and the app. You can report your Card as lost or stolen by emailing customerservice@voxmoney.co.uk.

23. Complaints

We realise that things sometimes go wrong. If you are unhappy in any way with your Vox Money account or the way it is administered or serviced, please contact Customer Services customerservice@voxmoney.co.uk.

- a. Details of the complaints procedure can be obtained from our Contact us page on the Website, contacting us at customerservice@voxmoney.co.uk
- b. We will try to resolve any complaint you have about your payment instrument or the service we provide to you as soon as possible, which means that within 15 business days of receiving your complaint you can expect a resolution, and in exceptional

circumstances, within 35 days (and we will let you know if this is the case).

c. If we are unable to resolve your complaint or if you are unhappy how we dealt with your complaint, you may contact the Financial Ombudsman Service. For more information please visit <u>financial-ombudsman.org.uk</u> or call their helpline at 0800 023 4567.

24. How is the money on my Vox Money Account protected?

The method of protecting you money is called "safeguarding".

Safeguarding helps protect you if we were to become insolvent. If that were to happen, you (and all our other customers) would be paid out your e-money balances from our client money bank accounts. This process would be handled by an insolvency practitioner, not by us. However, safeguarding regulations make sure that once any costs related to an insolvency are paid out you will be paid from our client money accounts before anyone else.

Safeguarding essentially works like this: when we receive a payment for your Vox Money account, or you add money to it, we issue the equivalent value of e-money to your account upon receipt of funds to us. When we receive that payment or the money you add, we quickly:

- Safeguard such money with placing it into one of the dedicated "client money" bank accounts that we hold with reputable commercial or central banks (such client money accounts keep your money separated from our own money, and the types of banks we can use are set by regulations); or
- We may invest it in low-risk assets that have been approved by our regulator, which are also kept in dedicated client accounts with reputable financial institutions.

When we safeguard depends on the time at which we receive a payment for you or receive the money you add:

- We only know about inbound bank transfers when they arrive in our bank. When we receive such transfers, we issue the e-money to your Vox Money account straight away.
- When you add money via other approved payment methods, we sometimes know the payment is coming before we actually receive it, so there are times we issue the e-money to your account before receiving the money being added. However, we don't safeguard the money for such payments until we actually receive it.

We keep safeguarding your money until you use it. Such happens when you spend or withdraw it using your Vox Money Card, send it to another bank account, or Vox Money account, or spend it in any other way.

Your Vox Money account is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with your Vox Money account.

25. Vox Extras

From time to time, we may introduce loyalty and/or reward programs (together or separately a "Reward Program") which may apply to your Vox Money account. If you register to such Reward Program, or if you otherwise use your Vox Money account to collect, access or enjoy any benefits from such a Reward Program, you agree that additional terms and conditions will apply to you, including the Rewards T&C´s, in respect of such a Reward Program as set out at any given time, as they are referred to on the Website.

More information on Reward Programs can be found in our <u>FAQs</u>.

26. Assignment

We may assign these terms and conditions to another entity at any time, by giving you at least two (2) months' notice. If we do this, your rights under this Agreement will not be affected.

27. Intellectual Property

We own all the intellectual property in our Vox Money account products, including but not limited to the content on our website, our logo and card designs. Do not use our intellectual property as your own, except to enjoy our products, without our prior written approval. You also must not reverse-engineer any of our products (such as reproducing them after an examination of their construction or composition).

28. Our right to enforce the agreement

If you have broken the agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

29. Governing law & jurisdiction

These terms and conditions shall be interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts. All communications with you in relation to this Agreement will be in English language.

30. Issuer of e-money Account and Card

Omnio EMI Limited, is the issuer of the e-money and Card, and it is a company registered in England with company number 05831884 and authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011, for the issuing of electronic money. FCA Register No 900123. Its registered office is at 30 Churchill Place, London, E14 5RE.

^{*} Our telephone lines are open Monday to Friday 09:00 – 17:30, excluding Bank Holidays. Calls are charged at your standard network rate. Calls may be recorded for training purposes.