

IMPORTANT NOTICE

You must be at least 18 years old and live in a country where buying and using a Instakasa Voucher is not in violation any law or regulation. By purchasing a Instakasa Voucher, you confirm your are eligible to buy and use a Instakasa Voucher, and you accept liability for any consequences of arising from that not being true.

Terms and Conditions of Use

General Provisions

1.1 Please read these Terms and Conditions carefully as they govern the contractual relationship between you and us relating to your use of the Instakasa e-voucher payment system.

1.2 Your Instakasa e-voucher [e-voucher] is operated by UCS Financial LTD (Company No. HE 292803) with its registered office at John Kennedy street – Iris House, LIMASSOL CYPRUS 3106 [‘Instakasa’, ‘we’ or ‘us’], and is issued by CFS- Zipp Limited (Company No. 03925386) with its registered office at 790 Uxbridge Road, Hayes, Middlesex, England, UB4 0RS, United Kingdom. [‘**Zipp**’].

1.3 Zipp is authorised and regulated by the Financial Conduct Authority of the United Kingdom as an electronic money institution with an e- money license (Registration No. 900027).

1.4 You must be at least eighteen (18) years of age to obtain and use an e-voucher.

1.5 By purchasing or using an e-voucher you are agreeing to be bound by these Terms and Conditions.

1.6 The official language for these Terms and Conditions is English. Only these Terms and Conditions version shall have any legal effect for contractual, compliance or enforcement purposes.

1.7 Instakasa and Zipp reserves the right to alter these terms and conditions from time to time by posting a two month notice of any changes on the website <https://www.instakasa.com/terms> . Any changes will take effect 2 months after the date of posting on the website, and shall apply to your use of the e-voucher payment service after that 2 month period. Continued use of the e-voucher will be considered as your acceptance and agreement of these changes.

1.8 The e-voucher payment system enables you to make payments without the need for bank accounts or credit or debit cards, through the use of individually encoded and encrypted e-voucher codes issued in exchange for cash or other cleared funds. Each e-voucher is allocated its own unique code. [**Code**].

1.9 A business or other organization that has been approved by to accept e-voucher Codes in payment, that has integrated acceptance of e-voucher Codes into its payment processing

system and that operates under the e-voucher scheme rules is a participating merchant [**Participating Merchant**].

1.10 e-vouchers may be marketed under various trade names but will always be recognized by a statement on the voucher identifying Zipp as the issuer of record of the e-vouchers.

1.11 e-vouchers Codes do not generate interest on their value.

Acceptance of terms and conditions

2.1 By becoming the holder of an e-voucher [**Holder**, **you**] you agree to be bound by the terms and conditions set out in this Agreement in relation to any use of your e-voucher Code.

2.2 You become a Holder of an e-voucher Code by:

2.2.1 Obtaining a e-voucher Code from a Business Partner contracted to provide e-voucher Codes; or

2.2.2 Being gifted a e-voucher Code and being in receipt of proof of purchase including the original voucher receipt; or

2.2.3 Submitting an e-voucher code and corresponding amount to a Participating Merchant in payment.

2.3 You cease to be a Holder of an e-voucher Code when:

2.3.1 You submit the Code and amount to a Participating Merchant for payment authorization and the e-voucher is validated; or

2.3.2 Some other person becomes a Holder of that Code and is identified as such.

2.4 This Agreement terminates automatically:

2.4.1 When you cease to be a Holder; or

2.4.2 When the validity period of the e-voucher Code ends.

This will not affect your refund rights as detailed below.

2.5 We reserve the right to refuse to validate an e-voucher Code if we have reason to suspect that a breach of any applicable law or regulation has occurred or is likely to occur.

2.6 You agree that you will not use the e-voucher payments system for any illegal purpose. If the e-voucher is used in a way that is not in conformity with these Terms and Conditions, you will be held fully liable and you agree to hold us and Zipp, safe and harmless from any consequences of such unauthorised use or misuse.

2.7 You agree that you will keep proof of purchase of the e-voucher Code including the original voucher receipt and that this proof of purchase may be requested by us and/or Zipp to establish that you are the Holder of the e-voucher Code as defined in 2.2.

Buying an e-voucher

3.1 e-vouchers are commercialised by companies contracted and accepted by Instakasa as business partners [**Business Partners**].

3.2 Business Partners may use retailers and other distributors to sell e-voucher Codes. [**Retailers**].

3.3 Neither we or Zipp shall be liable for the validity of any Codes originating from any person or entity that is not a Business Partner or for any losses or damages resulting from the supply of Codes from any such persons or entities (whether such Code is provided directly or indirectly to you).

3.4 Subject to local legal and regulatory limitations as amended from time to time and these Terms and Conditions e-vouchers are available in the following fixed denominations: €5, €10, €20, €50, €100 and €150.

3.5 You can purchase an e-voucher only from a Retailer upon payment by you of the value printed on the e-voucher [**Value**].

3.6 Subject to local legal and regulatory limitations as amended from time to time, these Terms and Conditions and the level of identification you have given pursuant to 9 below, you may obtain up to 10 e-voucher Codes in any one day, and may hold up to a total of 1500 EUR of e-voucher Codes at any time.

3.7 When you purchase an e-voucher, the Retailer will hand over to you a paper voucher showing amongst other information your Code. You will need to use the Code to make a payment to a Participating Merchant.

3.8 If you find that your e-voucher is defective, you should inform us immediately, by email info@instakasa.com . If it is not possible to remedy the defect, we will provide you with an e-voucher. You agree to provide us with the relevant receipt(s) and information regarding the purchase of the defective e-voucher so we may investigate fully.

3.9 The commercial resale of e-vouchers is strictly prohibited by parties that are not Retailers.

e-voucher Redemption by us.

4.1 Each e-voucher Code provided will be valid for one year from the Issue Date indicated on the voucher. [**Expiration Date**]. The Issue Date is the date on which the e-voucher is

provided in its customary active state and can be used to make a payment as described in 5 below.

4.2 If you do not submit details of your e-voucher Code to a Participating Merchant prior to the Expiration Date, you authorize us to automatically redeem your voucher on your behalf. Consequently, if you submit your e-voucher Code after the Expiration Date, the Voucher Code shall no longer be usable to make a payment transaction and we shall have no obligation to validate it for payment. However, this will not affect your right to claim a refund of the e-voucher automatically redeemed on your behalf at the Expiration Date in accordance with 8 below.

Making payments with e-vouchers.

5.1 You must treat the e-vouchers as if they were cash. If you lose the e-voucher you are liable for the loss.

5.2 You may use the e-voucher payments system to make payments to Participating Merchants. You will not pay any charges to us for making such a payment. Participating Merchants are listed on the e-voucher website <https://www.instakasa.com> and you should satisfy yourself that a merchant is a Participating Merchant before submitting the e-voucher Code to a merchant in payment. We are not liable for any loss under any circumstances resulting from the presentation of Codes to anyone that is not a Participating Merchant.

5.3 Local regulations may limit the redemption of an e-voucher to only those Participating Merchants operating within the country where the e-voucher was issued and this will be notified at <https://www.instakasa.com>. You should satisfy yourself that a Participating Merchant can accept an e-voucher issued in your country before submitting the e-voucher to the Participating Merchant. If you are unsure you should contact our customer service team before making the purchase.

5.4 Upon your submission of an e-voucher to a Participating Merchant, and the subsequent request by the Participating Merchant to us for authorisation of the e-voucher, we will validate the Code details and will advise the Participating Merchant of the validity or not of the submission.

5.5 In the event that we advise the Participating Merchant that the submission is valid, the Participating Merchant may accept such authorisation and proceed to accept the voucher as payment.

5.6 Should we advise the Participating Merchant that the submission could not be validated, then the Participating Merchant will advise you accordingly.

5.7 e-voucher Codes are unique alpha numeric or numeric combinations. Each Code applies to a single voucher for a single stated face value amount and currency. If a Code and corresponding amount submitted to us for validation, matches the issuing records, we shall confirm validation to the Participating Merchant.

5.8 We shall not be obliged to undertake any verification of the identity of the person submitting the Code and amount in payment. By submitting the Code for payment you warrant that you are the legitimate Holder of the Code and entitled to use it. If you suspect any misuse you must contact us immediately.

5.9 We and Zipp collectively and in part, only provide payment services and we are not part to any contract or dealings you may have with a Participating Merchant and you agree to hold us free and safe from any such dealings or contracts between you and Participating Merchants.

5.10 Once we have advised a Participating Merchant that a submitted Code is validated, we have no means of subsequently withdrawing such validation and the e-voucher will be considered redeemed and cannot be used again.

5.11 Any refund of a payment resulting from a claim against a Participating Merchant is subject to the Participating Merchant's own terms and conditions of business and refund policy. You should make yourself aware of such terms and policies before using an e-voucher to pay a Participating Merchant.

5.12 Based on the KYC/AML information (see 9 below) submitted to and verified by us you may use up to 10 e-vouchers on any one transaction with a maximum transaction value of €1500.00 subject to Merchant acceptance.

5.13 e-vouchers shall only be redeemed in full and no Participating Merchant shall be entitled to offer you partial redemption.

5.14 Paying with e-vouchers is like paying with cash, and so you must keep your own records of payments.

Security of your e-voucher Code.

6.1 You are solely responsible for the security and integrity of your e-voucher Code. You must keep your e-voucher safe and protect it from access by unauthorised third parties. Do not give your Code to any unauthorised third party.

6.2 You must check that your e-voucher receipt or confirmation has a Code and serial number. If you cannot read your Code and serial number or you believe confirmation is corrupted in any way then you must inform us by email info@instakasa.com stating the serial number of the e-voucher. We will then provide you with a new e-voucher Code. If you are unable to read the Code but you are able to read the serial number of the e-voucher then you must send a scanned copy of the e-voucher via email to the Business Partner specific email address found on the e-voucher or to the general email address by email info@instakasa.com . After satisfactory verification we will send you a new e-voucher Code.

6.3 You acknowledge that we are entitled to act on any request submitted through a Participating Merchant website for validation without enquiry into the identity or entitlement of the Holder.

6.4 We shall not be obliged to verify that the person presenting the e-voucher Code and amount to a Participating Merchant is the Holder of, or is otherwise entitled to use, the e-voucher.

6.5 If you have lost your e-voucher Code, you may contact us via www.instakasa.com and request that the e-voucher is recorded lost. You will be asked to provide the Code, amount, currency and the date, time and place of issue along with your proof of purchase.

6.6 If you believe any of your e-voucher transactions are incorrectly executed you must notify us as soon as possible but within 13 months of the date of the debit. We may bill you a chargeback or investigation fee of twenty Euros (€20.00) prior to investigating your claim.

6.7 You cease to be the Holder of the e-voucher if you provide the details of the e-voucher to some other person (see 2.3.2) regardless whether such a person is acting unlawfully or is guilty of misrepresentation.

Refunds.

7.1 Local financial regulations may prevent e-vouchers being refunded in some countries. We are not liable for refunds, losses or compensation relating to countries where refunds are not permitted and you should satisfy yourself as to such local regulations before obtaining an e-voucher.

7.2 In countries where we operate and where Zipp is issuing e-vouchers under its license from the Financial Conduct Authority, you can request a refund for an e-voucher.

7.2.1 Your right to request a refund commences from the Issuing date of the e-voucher to you (see 4.1) and continues for a period of 7 years.

7.2.2 e-vouchers must be unused at the time of refund request.

7.2.3 We reserve the right to decline a refund request if you cannot prove that you are a Holder of an e-voucher as defined in 2.2. Therefore, you should retain proof of purchase including the original e-voucher receipt.

7.3 You will need to contact our customer service team for the Refund Application Process. You will need to also provide by post or any other method specified by us, proof of your identity, proof of your address, the original e-voucher details and any other information specified on the form.

7.4 We will charge an administration fee for processing a refund and the administration fee will be shown on the Consumer Refund Application Form available on <https://www.instakasa.com> . The due amount will be paid directly into your bank account.

7.4.1 For refund requests made in the 12 months commencing from the Issuing date of the e-voucher to you a Service Fee of 10% of the face value will be deducted subject to a minimum charge of €10.00 or equivalent.

7.4.2 For refund requests in the period of 12 months following the period in 7.4.1 the full face value of the e-voucher will be refunded. However, refund requests in this period will be subject to an administration fee of €30.00 or equivalent per voucher for which a refund is requested. This administration fee is payable irrespective of whether a refund is granted and is payable before a refund request will be considered.

7.4.3 For refund requests received after the end of the period referred to in 7.4.2 a Service Fee of 15% of the face value of the e-voucher will be applied subject to a minimum charge of €30.00, the Service Fee increasing by 5% every 12 months until the end of the period in which you can request a refund as per 7.2.1 above.

7.5 Any changes to the requirements for refunds and charges will be notified on the website <https://www.Instakasa.com> . Any changes will take effect 2 months after the date of posting on the website, and shall apply to your use of the e-voucher payment service after that 2 month period.

Complaints.

8.1 If you are unhappy in any way with your e-voucher please try and resolve the matter with Customer Services first via the email address stated on the website <https://www.Instakasa.com> . Please be advised that complaints regarding Participating Merchants are not receivable nor dealt with by us.

8.2 If, having received a response from our Customer Care Team, you are unhappy with the outcome, please contact the Customer Service at CFS – Zipp at cs@cfszipp.com. The complaint shall be looked at by the Customer Service and Compliance team at CFS – Zipp. If CFS – Zipp is unable to resolve or provide you with a final response to your complaint as per guidelines and time limits set by the Financial Conduct Authority, and you wish to escalate your complaint further, please contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR (UK telephone number 0845 00 1800). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

Identification and Anti-Money Laundering Regulation.

9.1 By acquiring a e-voucher Code , you give your consent, that we have the right to perform such Know Your Customer [KYC] checks deemed necessary to comply with Anti Money Laundering regulations [AMLR], or if we, in our sole opinion, suspect fraudulent use and/or misuse of the e-voucher payment system. You further undertake to co-operate fully to

ensure the KYC/AMLR information required is provided to us within the time parameters to be specified by us.

9.2 We, under instruction from Zipp require, under KYC/AMLR, to seek certain information from all Holders of e-vouchers. For a company, the usual documentation is the company's most recent audited accounts and a copy of the Certificate of Incorporation, details of Directors and Shareholders and any other information needed by Zipp from time to time to determine the nature of the business. For an individual or a partnership, the usual documentation required is a copy of the relevant pages of the individual's passport or each partner's passport to include photograph, passport number and personal information and a copy of a recent utility bill or a bank statement with your current address. We are legally compelled to make these requests as a result of AMLR, and the Proceeds of Crime Act 2002 («POCA»). Furthermore under the POCA we are obliged to provide a report to The National Criminal Agency (NCA) if we become aware of a person having concealed, disguised, converted, or transferred criminal property or having removed criminal property from England and Wales or from Scotland or from Northern Ireland or if we know or suspect that those or other offences under POCA or the AMLR are or have been committed. These offences could also relate to other jurisdictions. In such circumstances, we have obligations to disclose or report such matters to NCA and are not permitted to warn or tip off our Holders of e-vouchers of having done so if it might prejudice an investigation. In certain circumstances we may not be able to continue to comply with our obligations to Holders of e-vouchers without prior clearance from the relevant authorities concerned. Please note therefore that these legal obligations may well override any obligations we may have in certain circumstances.

9.3 Please be aware that the greater the value of e-vouchers that you wish to redeem the higher the level of identification and verification that will be required to redeem such e-vouchers. These limits will vary from time to time and by country – if you wish to know the current information/verification required by country and by amount, please visit our website <https://www.instakasa.com> .

Termination.

We may terminate this Agreement immediately if:

10.1 You are in breach of any of the terms of this Agreement; or

10.2 We have reason to believe there has been or may be some illegality or fraud or misuse of your e-voucher.

Suspension of service.

11.1 We give no warranty or representation that our e-voucher operating systems will be available at all times.

11.2 We reserve the right to suspend our e-voucher operating systems for maintenance or system upgrades whenever we consider necessary. We will use reasonable endeavors to

minimize any periods during which the system is unavailable and where possible will post notice on its website of such suspension.

Exclusion of representation and warranties.

12.1 We/Zipp disclaim all warranties and clauses of any kind, express or implied, arising by statute or common law, related to this Agreement, including, any warranty of marketability, fitness for a particular purpose or non-infringement, each of which is hereby excluded by Agreement of the Parties. We/Zipp shall not be liable for any failure to provide services, goods or processes caused by third party processors and service providers (subject to we/Zipp using reasonable endeavors to ensure any services, goods or processes are performed by such third parties).

12.2 We/Zipp gives no warranty, makes no representation and disclaims all liability to the fullest extent permitted by law with respect to the quality, availability, legality, delivery or any other aspect of your dealings with Participating Merchants.

12.3 The process by which we/Zipp authorises Participating Merchants to accept payment using the e-voucher Codes does not involve any assumption of responsibility or investigation as to those Participating Merchants' dealings with any particular consumers. Therefore, you deal with Participating Merchants entirely at your own risk. Any grievance you may have with a Participating Merchant must be pursued with that Participating Merchant and not with us/Zipp.

Limitation of liabilities.

13.1 You acknowledge that we/Zipp are solely providing a payment service and that some limitation of liability on our/Zipp's part is reasonable and customary in an Agreement such as this.

13.2 Accordingly, you agree that we/Zipp shall not be liable for: Any validation provided by us not being acted upon by a Participating Merchant for any reason; Any delay or failure to carry out our obligations under this Agreement arising from maintenance or upgrade of the e-voucher operating system, or failure of the such system or other event beyond our reasonable control; Any loss or damage (including direct, indirect or consequential loss or damage or loss of profits, business, revenue or opportunity) arising from any delay or failure to carry out our obligations under this Agreement (excepting our/Zipp's obligation to make a refund under 7), save that nothing in this Agreement shall purport to exclude or limit the liability of either party for death or personal injury caused by negligence.

13.3 Save in relation to death or personal injury caused by negligence, in no circumstances shall our/Zipp liability hereunder exceed the face value of the e-voucher that is issued to you.

13.4 The Financial Conduct Compensation Scheme is not applicable to e-vouchers. No other compensation schemes exist to cover losses claimed in connection with an e-voucher.

Indemnity.

You hereby indemnify and agree at all times to hold us harmless from and against all losses, demands, claims, damages, expenses (including reasonable legal costs) and liabilities arising from any third party claim resulting from your use or misuse of any e- voucher, or for harm suffered directly or indirectly by us as a result of your breach or non-observance of your obligations under this Agreement.

Data Protection.

We do not collect any personal data when you purchase an e-voucher from a Participating Retailer. Personal data is collected when wish to redeem your e-voucher – you provide personal data to our email info@instakasa.com . All such personal data are handled in accordance with our Privacy Policy as stated on <https://www.Instakasa.com>

Miscellaneous.

16.1 The e-voucher is issued in Euro (€) and can only be used for payments in Euro.

16.2 This Agreement is governed and construed by the laws of England and both parties submit to the exclusive jurisdiction of the English Courts.

16.3 We reserve the right to assign, subcontract, novate or transfer its obligations hereunder to any third party.

16.4 Nothing in this Agreement is intended to create any rights which are enforceable by any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

16.5 If any clause or part of any clause of this Agreement shall be found to be illegal or unenforceable, then the validity and enforceability of the remainder of the Agreement shall not be adversely affected.

16.6 Any delay or failure by us to enforce or pursue any remedy or right hereunder shall not be deemed to be a waiver of that remedy or right and will not prevent that right or remedy from subsequently being exercised or enforced.

16.7 This Agreement constitutes the entire agreement between us relating to the provision of the e-voucher and supersedes any previous agreements and understandings between us relating thereto.