

Purchaser Terms and Conditions

*These terms and conditions (this “**Agreement**”) details the agreement between Evouchers Ltd (“**Evouchers**”, “**we**” or “**us**”) and any buyer or any person connected with such buyer or on behalf of such buyer (“**Buyer**” or “**you**”) who purchases any vouchers or any other products either through us via (i) our website www.evouchers.com, applications and/or platform (“**Evouchers Software**”); and/or (ii) manually without using the Evouchers Software (“**Manual Purchase**”).*

By proceeding with the Order (as defined below) you agree to be bound by this Agreement. Furthermore, by the use of our Services either through the Evouchers Software or by any Manual Purchase, you will be deemed to have read, understood and accepted to be bound by this Agreement, our general website terms of use and our privacy notice.

*This Agreement shall apply to our products and services relating to vouchers (including but not limited to vouchers relating to Free School Meals (“**FSM**”), retail and energy vouchers and postal voucher schemes (including but not limited to cash out vouchers)) (“**Vouchers**”), and prepaid cards (“**Cards**”), each of which is supplied under the Evouchers brand (“**Services**”).*

This Agreement does not deal with Holiday Activity and Food Programme vouchers and this service will be dealt with by separate terms and conditions.

SECTION A: General terms for all Products

A 1. GENERAL

- 1.1. This Agreement applies to any order placed by you and to any distribution of Vouchers, Cards, or similar products (all together, “**Products**”) by us to the recipients (or other relevant beneficiaries) (“**Recipients**”) on your behalf. Unless you have entered into a framework agreement in writing, including an Evouchers framework/master agreement, and/or a CCS call-off contract (“**Framework Agreement**”), no other terms are implied by trade, custom, practice or course of dealing. To the extent that they apply, and in the event of a conflict between the terms of this Agreement and the Framework Agreement between the Parties, the terms and conditions of the Framework Agreement shall prevail.

- 1.2. You will either be asked to agree to this Agreement via our Evouchers Software or manually (such as by email). If for any reason you are not prompted to affirmatively agree to this Agreement then your continued use of our Services and placing any Order will constitute your agreement to the terms of this Agreement.
- 1.3. Subject to any Framework Agreement, this Agreement is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Agreement.
- 1.4. Evouchers' obligations contained in this Agreement are only owed to you and no other party.
- 1.5. We may from time to time make changes to this Agreement and any policies and agreements which are incorporated herein, and such changes shall be effective immediately upon notification via Evouchers Software or such other method including but limited to email. Your use of our Services after such changes or your Order of our Products, shall constitute your acceptance to such changes.
- 1.6. Evouchers grants you a non-exclusive, non-transferable, revocable, limited license to use the Evouchers Software and Services strictly in accordance with this Agreement. This license terminates automatically upon Agreement termination or breach.

SECURITY OBLIGATIONS

- 1.7. You must ensure that any user IDs, magic links, passwords, and other access credentials for your Evouchers Software account are kept strictly confidential and not shared with any unauthorised person.
- 1.8. You are responsible for any and all actions taken using your and your users' accounts, passwords or access credentials.
- 1.9. You must implement and maintain appropriate technical and organisational security measures to protect your account information, including but not limited to:
 - 1.9.1. Regular password changes using strong, unique passwords;
 - 1.9.2. Limiting access to authorised personnel only;
 - 1.9.3. Implementing all security features available within the Evouchers Software;
 - 1.9.4. Training your personnel on security best practices; and
 - 1.9.5. Maintaining up-to-date security software on all devices used to access the Evouchers Software.



- 1.10. You must implement all security measures recommended or required by Evouchers from time to time, including but not limited to two-factor authentication (2FA), without delay.
- 1.11. You must notify Evouchers immediately of any breach, or suspected breach of security or unauthorised use of your Evouchers account.
- 1.12. You acknowledge and agree that failure to comply with these security obligations may result in unauthorised access to your account and misuse of Products, for which you will remain fully liable as set out in Clause A 9.3.
- 1.13. You acknowledge that Evouchers requires mandatory two-factor authentication (2FA) for all users accessing the Evouchers platform as an essential security measure to protect against unauthorised access.
- 1.14. The "Evouchers Two-Factor Authentication Removal" document ("*2FA Removal Document*") is hereby incorporated by reference into this Agreement.
- 1.15. If you choose not to implement 2FA as recommended by Evouchers, you must:
 - 1.15.1. Complete and sign the 2FA Removal Document;
 - 1.15.2. Explicitly acknowledge and accept the increased security risks associated with not using 2FA; and
 - 1.15.3. Accept full liability for all losses, damages, costs, and expenses that may arise from security breaches that could have been prevented by implementing 2FA.
- 1.16. You acknowledge that by signing the 2FA Removal Document, you are agreeing to its terms in addition to the terms of this Agreement.
- 1.17. Notwithstanding any signature of the 2FA Removal Document, you remain fully responsible for implementing alternative security measures to mitigate the increased risks associated with not using 2FA.
- 1.18. This Agreement and each of the documents we refer to in them form the relationship between you and us as follows:
 - 1.18.1. Section A: General terms for all Products
 - 1.18.2. Section B: Additional terms for Vouchers
 - 1.18.3. Section C: Additional terms for Cards

A. 2. ORDERS

- 2.1. You will either order Products through our Evouchers Software or, subject to our written agreement, by a Manual Purchase.



2.2. Creating your order -

2.2.1. *Evouchers Software.* Please follow the onscreen prompts to place an Order (including selecting the relevant Product(s)); or

2.2.2. *Manual Purchase.* You may be permitted to make a Manual Purchase of Products in accordance with any postal scheme available from time to time, which is currently limited to energy and retail Voucher only (provided that Evouchers agree in writing to such purchase).

- 2.1. Your placing of an order whether by clause 2.2.1 or 2.2.2 will be treated as an offer by you to place an order for the Products specified in the order subject to the terms of this Agreement and "Order" shall mean any such order placed by the Buyer either through the Evouchers Software or by Manual Purchase.
- 2.2. Please check your Order carefully before confirming the details of any Order. You are responsible for ensuring that your Order is complete and accurate. Evouchers shall not be liable or responsible for any errors or omissions inputted by you or any person authorised to do so, on your behalf. You irrevocably confirm and acknowledge that Evouchers shall not be obliged to refund, nor is Evouchers liable to any extent for any refund of any amount, in respect of any errors made in the Order.
- 2.3. Every Order for Products received from you shall be deemed to be an offer by you to purchase Products subject to this Agreement. If Evouchers accepts an Order it will notify the Buyer with an order confirmation confirming the details of the Order.
- 2.4. You irrevocably confirm that once you have selected or agreed your payment method with Evouchers then you have committed to be bound to purchase the Products at the price that is identified in such Order ("Purchase Price"). In some cases, such Purchase Price may be satisfied from time to time by a third party such as a local authority or Government body provided this is permitted in writing in advance by Evouchers and, further, Evouchers may require separate terms between that paying party and Evouchers.
- 2.5. Once you have made an Order:



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- 2.5.1. Evouchers Software shall create the right for you to assign the relevant Products to certain Recipients and upon your notification to do so, it shall assign such Products to the Recipients. Evouchers shall then create a link to enable the Recipients to download and access the Products; or
 - 2.5.2. Evouchers may provide certain types of Products manually (including the use of our postal method of delivery) and we shall describe such process to you prior to you placing an Order, including but not limited to providing you with training.
- 2.6. Once you have placed an Order, it is your responsibility to ensure that the relevant information is provided to us and you shall formally assign such Products to the appropriate Recipients.
- 2.7. You agree that you will only distribute the Products through the Evouchers Software, unless otherwise expressly agreed in writing by Evouchers, and you shall not print or otherwise reproduce the Products.

A 3. PAYMENT

- 3.1. Subject to clause A 3.5, you irrevocably confirm and acknowledge that your obligation to pay the Purchase Price to Evouchers is absolute and not conditional upon any confirmation or approval from any third party (including but not limited to any confirmation that such party will reimburse you for any such costs).
- 3.2. You agree that, unless agreed otherwise in writing by Evouchers, you shall ensure that the Purchase Price is paid in cleared funds before Evouchers is obligated to deliver its Services under this Agreement.
- 3.3. You have the right to pay at the time of confirmation of the Order, or to make a payment by way of an invoice which will then, for example, facilitate any payment by a third party if applicable. If you opt for payment by invoice, we shall issue an invoice to you (or the appropriate legitimate payer to pay on your behalf as selected by you). Unless Evouchers directs in writing otherwise, the invoice shall be paid to us within 14 days of the invoice date to such bank account nominated by Evouchers from time to time.
- 3.4. You agree that Evouchers has the right to set off any amounts it holds on your behalf against any monies that are owed by you or the paying party to Evouchers from time to time.



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- 3.5 Notwithstanding clause A 3.1, where you are, for example, a school and a third party such as a local authority or Government body who has agreed to be responsible for paying Evouchers directly (provided to the extent that Evouchers is satisfied that such third party is legitimately responsible for such payment and Evouchers has agreed in writing to such arrangement with such third party) then such third party will be responsible for such payment and nothing in this Agreement shall restrict or prohibit Evouchers from allowing such third party to pay such funds to settle any outstanding amounts relating to the Purchase Price. However, to the extent any such Order is deemed by Evouchers not to be legitimately covered by any such third party then Evouchers shall have the right to demand such outstanding amounts from you from time to time.
- 3.6 Without prejudice to any other right or remedy that we may have, if the Buyer fails to pay Evouchers any sum due under this Agreement on the due date:
- 3.6.1 the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause A 3.6.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 3.6.2 Evouchers may suspend or postpone all or part of its Services until payment has been made in full.
- 3.7. All sums payable to Evouchers under this Agreement:
- 3.7.1 are exclusive of VAT, and the Buyer shall in addition arrange the payment of an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 3.7.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.8. *Floats.* To the extent that the parties operate a float system (where funds are advanced by the Buyer to Evouchers in advance of any Orders) ("**Float**") then the following provisions shall apply:
- 3.8.1. the parties shall agree the relevant details including the Float amount and the period of time that it shall be held by Evouchers;



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3.8.2. once such details are agreed Evouchers will invoice the Buyer for such Float amount and the Buyer shall advance such funds to Evouchers, which shall act as an advance payment for the relevant goods and services used by Recipients; and

3.8.5. if at any point the Float has insufficient credit to settle any Order or impending Order (including any anticipated purchases) then Evouchers shall not be obliged to purchase and distribute any Products to Recipients, until the Buyer has transferred sufficient credit in place to Evouchers' satisfaction.

3.9. For the avoidance of doubt, you understand that once a payment has been made to Evouchers, you no longer have any control over those funds and those funds shall belong to Evouchers. Evouchers has full discretion as to which third party providers we use in order to satisfy the relevant Order.

A4. ALLOCATION AND USE OF PRODUCTS

4.1. Once you have placed an Order, it is your responsibility to ensure that the relevant information is provided to us and you shall formally assign such Products to the appropriate Recipients in accordance with clauses A 4.2 and A 4.3.

4.2. The expiration date of the Products varies depending on the type of Product purchased. The Buyer acknowledges and accepts that:

4.2.1. expiry dates will depend on the third party provider of the relevant Products; and

4.2.2. Evouchers reserves the right to vary expiry dates from time to time.

4.3. Subject to clause A 4.2, where the Product you have chosen to purchase is required to be assigned to and claimed by a Recipient, then the following expiry dates apply:

4.3.1. the initial assignment by you to the Recipients shall be limited to 11 months from the date of the Order placed by you, unless otherwise agreed in writing between you and us ("Assignment Expiry Date"); and

4.3.2. the expiry date for a Recipient to claim the Product shall also be 11 months from the date of the Order placed by you ("Recipient Expiry Date"). You hereby agree to notify the Recipients of the expiry date of the link to claim and access the Card and Voucher from time to time.



- 4.4. You agree that you shall:
 - 4.4.1. provide the correct details of the Recipients to Evouchers either (i) into the Evouchers Software; or (ii) manually, and further, you take responsibility for any errors or omissions that result in any incorrect or omitted details provided to us; and
 - 4.4.2. if required to do so, you shall obtain and maintain the consent of the Recipients for Evouchers to email/text or otherwise communicate with them to enable the Recipients to access and use the Products.
- 4.5. You irrevocably confirm and acknowledge that:
 - 4.5.1. if any Recipients are unsuccessful in claiming any Evouchers links to generate access to Products within any applicable deadlines (such as not claiming by the Recipient Expiry Date) then neither Evouchers nor any other person shall be liable to pay you or such Recipient any refund for such failure;
 - 4.5.2. if any Recipients are unsuccessful in redeeming any credit held on a Product for any reason other than due to a failure of Evouchers (including by virtue of the Product having expired) then neither Evouchers nor any other person shall be liable to pay you or such Recipient any refund for such failure; and
 - 4.5.3. Evouchers shall not be liable to monitor whether any Recipients have failed to claim any Products that they may be entitled to or whether Recipients have redeemed such Products with any third party (if relevant). You acknowledge that once a Recipient has claimed and received a Product then they will have to rely on the relevant end user terms and conditions of the relevant third party provider(s).
- 4.6 The Products are at your risk once delivered to you or to the Recipient. For example, in the unlikely event where a third party provider becomes insolvent, or enters into administration when the Recipient seeks to use credit held in a Product, the credit may not be available to spend, and will be subject to the terms and conditions of the relevant third party provider.

A5. OUR OBLIGATIONS

- 5.1. In consideration of you agreeing to comply with the terms of this Agreement and to pay the Purchase Price, Evouchers shall provide the Services to you.

- 5.2. The methodology of the delivery of the Products will depend on the type of Product you have ordered. Further information can be found on the Evouchers website at www.evouchers.com.
- 5.3. Evouchers shall provide its Services with reasonable care and skill pursuant to the terms of this Agreement.

A 6. YOUR OBLIGATIONS

- 6.1. In using our Services, you acknowledge and agree that you:
 - 6.1.1. are legally permitted under applicable law to receive and make use of our Services, there is no other reason to prevent you from agreeing to this Agreement and you are not aware of any legal or regulatory reason why you should not be able to use our Services;
 - 6.1.2. will ensure that any information you provide to us is true, accurate, up-to-date and complete, and you will inform us immediately if there is a change concerning any information you provide to us;
 - 6.1.3. understand that we are in no way endorsing the third party providers we use to provide you with our Services;
 - 6.1.4. will at all times act in accordance with applicable law, including (but not limited) in relation to: (i) complying with all anti-money laundering and counter-terrorist financing laws; (ii) complying with all anti-corruption and anti-bribery laws; (iii) not committing an offence relating to the facilitation of tax evasion; and (iv) not committing fraud;
 - 6.1.5. you will not breach, or cause us to breach, any of our third party provider's policies, handbooks, procedures or terms; and
 - 6.1.6. understand that we are not performing a regulated payment service.

A 7. REFUNDS

- 7.1. This clause A 7 shall only apply to the person who is responsible for paying the Purchase Price, which will be the Buyer or from time to time a third party such as a local authority or Government body (the "Payer").



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- 7.2. The Payer irrevocably agrees that Evouchers has no obligation to refund or credit any amounts that relate to any Products that have:
- 7.2.1. not been assigned to the Recipient by the Assignment Expiry Date;
 - 7.2.2. not been claimed by the Recipient by the Recipient Expiry Date; or
 - 7.2.3. been claimed by the Recipient but not been redeemed by any other relevant expiry date as notified by a third party provider from time to time.
- 7.3. In the special circumstances where Evouchers may in its sole discretion decide to provide any refund for Products then you acknowledge and agree that the current Evouchers refund policy at such time shall apply ("Refund Policy"). You acknowledge and accept that our refund policy has to be flexible to adapt to the corresponding third party and other related costs that Evouchers may suffer from time to time.
- 7.4. You acknowledge that any refunds (if applicable) may be paid by way of deductions or set off, in accordance with the rest of this clause A 7.
- 7.5. You acknowledge and accept that the Refund Policy will include certain conditions and costs including but not limited to (as applicable):
- (a) surcharges applied on any credit note or refund;
 - (b) administrative fees;
 - (c) issue fees;
 - (d) additional fees where credit or bank cards were used for payments to Evouchers; and/or
 - (e) any VAT (where applicable) will be added in addition to the amounts described above.
- 7.6. You agree and acknowledge that the charges referred to in this clause A 7 are subject to change, for example, in the event that Evouchers is subject to further charges relating to this Agreement which are outside of Evouchers's control. Such changes will be notified to you from time to time in the event of any increases.

A 8. OUR LIABILITY – PLEASE READ CAREFULLY

8.1. References to liability in this clause A 8 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2. No limitation of your payment obligations. Nothing in this clause A 8 shall limit your payment obligations under this Agreement.

8.3. Liabilities which cannot legally be limited. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

8.3.1. death or personal injury caused by negligence; and

8.3.2. fraud or fraudulent misrepresentation.

8.4. Subject to clause A 8.3, Evouchers' total liability for any breach (or breaches related to the same Order) shall be limited to the total amount of the Purchase Price of the relevant Order.

8.5. Subject to clause A8.3, this clause A8.5 specifies the types of losses that are excluded:

8.5.1. loss of sales or business;

8.5.2. loss of agreements or contracts;

8.5.3. loss of anticipated savings;

8.5.4. loss of use or corruption of software, data or information;

8.5.5. loss of or damage to goodwill; and

8.5.6. indirect or consequential loss.

8.6 Evouchers will not be liable to you for any loss as a consequence of:

8.6.1. any action or inaction we take in order to comply with applicable law;

8.6.2. refusal of a third party provider in respect of an Order;

8.6.3. any lack of availability of or suspension of any third party providers' services we rely on in connection with the provision of our Services;

8.6.4. as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or



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payments system, or regulatory, governmental or supra-national body or authority;

8.6.5. any information, bookings (including but not limited to specific information around dietary requirements), events, communications or documents (“Content”) that have been inserted, uploaded or otherwise set out on our Evouchers Software where such Content originated from a third party;

8.6.6. an attack by a third party on our Evouchers Software;

8.6.7. events that are unforeseeable or outside of our reasonable control (“Events Outside Our Control”); or

8.6.8. any other loss for which we have explicitly excluded liability for under this Agreement.

8.7. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

8.7.1. we will contact you as soon as reasonably possible to notify you; and

8.7.2. our obligations, and your access to the Products and our Services, pursuant to this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control, unless we need to terminate our Agreement with you.

A 9. YOUR LIABILITY – PLEASE READ CAREFULLY

9.1. You agree to indemnify us for any losses to us that arise from or relate to:

9.1.1. your breach of any applicable law or this Agreement, or any representation you provide to us being untrue;

9.1.2. any fees, taxes or cost not imposed by or via us, which we pay on your behalf;

9.1.3. losses to us resulting from the Recipients use of the Products; and

9.1.4 any fees, taxes or costs not imposed by or via us, which we pay on the Recipient’s behalf.

9.2. Losses for the purposes of clause A 9.1 include direct and indirect losses, as well as any costs and expenses (including reasonable legal fees).

A 10. DATA PROTECTION

10.1. With respect to any Personal Data that will be processed by us and in respect of our data relationship with you, we envisage that you shall be a Controller. In some circumstances, we shall also act as a Controller of Personal Data provided to us by any third party such as a Recipient of the Products.

10.2. We shall enter into a separate data processing agreement with you at the onset of our relationship which will govern how and when we may process any Personal Data to provide our Services to you. You agree that you will ensure that you have established the relevant lawful basis for the processing of the Personal Data.

10.3. In addition, we shall comply with our obligations under Data Protection Laws when acting as a Controller and shall ensure any Processing of any Personal Data is fair and lawful, as set out in our Privacy Notice.

10.4. Each party shall:

10.4.1. provide reasonable assistance and co-operation to the other in respect of the transfer of Personal Data, for the purposes of ensuring that the transfer of Personal Data is lawful; and

10.4.2. ensure that persons who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential.

10.5. Each party agrees to negotiate, in good faith, any further documents or processes requested by one party for the purpose of one or both parties ensuring compliance with Data Protection Laws in respect of the Personal Data transferred between them.

10.6. In this clause A 10, the following definitions apply:

10.6.1. **“Data Protection Laws”** means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

10.6.2. the terms **“Controller”, “Data Subject”, “Processor”, “Personal Data”, “Personal Data Breach”, “Processing”** and **“Appropriate Technical and Organisational Measures”** have the meanings given in the Data Protection Laws.

A 11. COMMENCEMENT, TERMINATION AND SUSPENSION

11.1. This Agreement shall take effect from the date on which you start using our Services.

11.2. We may suspend all or part of our Services:

11.2.1. in order to conduct maintenance in good faith; and

11.2.2. in the event we, or any third party provider we use in connection with our Services, in our/their discretion, determines that the provision of our Services would give rise to any legal, regulatory, reputational, security or other risk.

11.3. We may terminate all or part of this Agreement with immediate effect by giving you reasonable notice and without liability to you if:

11.3.1. we are required to by any third party provider we use in connection with the provision of our Services;

11.3.2. any third party provider we use ceases to provide a material component of our Services or alters their terms in such a way as to make our Services unavailable;

11.3.3. you are in breach of this Agreement and either (i) that breach is incapable of remedy, or (ii) you fail to remedy the breach within 10 business days of being notified of that breach; or

11.3.4. if you are unable to pay your debts as they fall due or a petition for winding up is presented or you shall go into liquidation (save for the purpose of solvent amalgamation or reorganisation), or you enter into an arrangement with your creditors generally, or an administrator, an examiner or any equivalent is appointed over your assets, or you have a receiver appointed over all or any part of your assets, or you suffer any execution over such assets.

11.4. All rights, obligations and liabilities of the parties accrued up to and including the date of termination shall not be affected by termination, including any

obligation you have to pay any amounts to Evouchers and termination of this Agreement shall not entitle you to a refund in respect of amounts already paid.

11.5. Termination of this Agreement shall not affect the continued operation or enforcement of any provision of this Agreement which reflects an intention of the parties that it should survive termination.

A 12. COMMUNICATIONS AND SUPPORT

12.1. To contact us please telephone 01638 438095, or send an email to support@evouchers.com.

12.2. Communications between us shall be in English. Should we receive a communication or instruction which purports to be from you, we are entitled, but are not obliged, to rely on and conclusively presume that such communication or instructions have been given by you. We may record and monitor conversations we have with you.

12.3. You must keep your contact information with us up to date, as any communication we send to your contact details will be deemed received by you, regardless of whether you actually receive it.

12.4. You accept that we are deemed to have received any email correspondence at the time we access it. You accept that there may be a delay in responding to correspondence received. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of it not reaching the intended recipient.

12.5. If you need to raise a complaint, our Complaints Policy is available on the Evouchers website.

A 13. CONFIDENTIALITY

13.1. Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 13.2.

13.2. Each party may disclose the other party's confidential information:

13.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of

exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and

13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

A 14. GENERAL

14.1. *Updates to this Agreement.* You agree that we shall have the right to make changes to this Agreement from time to time, but if we do we will give you reasonable written notice (which may in some cases mean that changes are made with immediate effect, for example if they are to comply with applicable law, or if they are to your advantage). You will be treated as accepting any change that we make to this Agreement unless you tell us promptly that you do not agree to the change, in which case you must notify us. We may treat such notification as termination of this Agreement, to take effect from the date that the change would otherwise come into effect.

14.2. *Assignment and transfer.* Evouchers may freely assign or transfer its rights and obligations under this Agreement. You may only assign or transfer your rights or your obligations under this Agreement if we agree in writing.

14.3. *Waiver.* If we do not insist that you perform any of your obligations under this Agreement, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

14.4. *Severance.* Each paragraph of this Agreement operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5. *Third party rights.* This Agreement is between you and us. No other person has any rights to enforce any of its terms.



14.6. *Governing law and jurisdiction.* This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the courts of England and Wales.

14.7 *No partnership.* Nothing in this Agreement shall give rise to a partnership, agency, employment relationship or joint venture between you and us.

14.8. *Intellectual property.*

14.8.1 Evouchers (and its licensors, if any) shall retain all right, title, and interest in and to all intellectual property and proprietary rights relating to the Evouchers Software, including but not limited to all software, technology, source code, algorithms, databases, data, content, documentation, designs, trademarks, service marks, trade names, logos, and proprietary methodologies, whether registered or unregistered, and all related goodwill. Evouchers may freely assign, transfer, or license these rights to any third party without restriction. All goodwill arising from your use of the Services inures exclusively to Evouchers' benefit. You shall not assign any rights granted herein without Evouchers' prior written consent.

14.8.2. Nothing in this Agreement shall be construed as granting you any license or other rights (whether by implication, estoppel, or otherwise) in or to any intellectual property or proprietary rights of Evouchers (and its licensors, if any), except as expressly set out in this Agreement. Any rights granted to you are strictly non-exclusive, non-transferable, revocable, and limited to personal use of the Services as intended. All rights not expressly granted to you are reserved by Evouchers and its licensors.

14.8.3. Evouchers excludes all liability for third-party intellectual property infringement claims arising from your use of the Products or Services. You are solely responsible for ensuring your use does not infringe third-party rights and shall indemnify Evouchers against all IP-related claims, damages, and costs arising from your use of the Services.

SECTION B: ADDITIONAL TERMS FOR VOUCHERS

B 1. INTRODUCTION

1.1. This section of this Agreement will apply where you place an Order for Vouchers.

B 2. REFUNDS FOR VOUCHERS



2.1. Please note that in respect of retail Vouchers no refund is possible once the Voucher has been generated by a third party provider. Any issues with a retail Voucher generated by a third party provider must be taken up with such third party, and are subject to their terms and conditions.

2.2. Evouchers may in its sole discretion agree to a refund for unspent energy Vouchers, however any refunds shall be subject to the following deductions (as applicable):

- (a) a cancellation fee shall apply to each Voucher purchased. A cancellation shall arise in circumstances including but not limited to where it is necessary to exchange or re-assign a previously issued Voucher because it remained unspent by a Recipient;
- (b) a surcharge will be applied on any credit note or refund paid against the total value being refunded, or it will be invoiced separately to you;
- (c) an administrative fee will be applied against any collective refund;
- (d) issue fees;
- (e) additional fees where credit or bank cards were used for payments to Evouchers;
- (f) VAT will apply in addition to all sums referred to in this clause B 2.2.

2.3 For the avoidance of doubt, the cancellation fee only applies to energy Vouchers that were claimed by Recipients and remain unspent, and Evouchers shall only agree to cancel and refund an energy Voucher if the Buyer pays the necessary deductions, including but not limited to the cancellation fee and VAT as set out above.

B 3. DELIVERY OF POSTAL VOUCHERS

3.1. If you purchase any Vouchers which are classified as 'postal' then the following shall apply:

- 3.1.1. Evouchers and you shall agree the relevant timeframe for delivery to the Recipients;
- 3.1.2. payment for any Order must be in advance of Evouchers purchasing and delivering such Vouchers;



3.1.3. there may be certain additional fees such as administrative fees, or issue fees applied depending on the type of Order which are subject to change from time to time;

3.1.4. the Buyer is responsible for providing the correct contact and address details for each Recipient and Evouchers shall not be responsible for any incorrect deliveries which are due to incorrect information provided to Evouchers;

3.1.5. the Buyer agrees and acknowledges that Evouchers may send vouchers by second class post and that Evouchers shall not be responsible for any risk of non delivery due to this method of delivery. To the extent the Buyer requires any postal methodology to be upgraded from second class post then Evouchers must agree to this in writing in advance and the Buyer shall be responsible for the appropriate additional cost including any additional costs borne by Evouchers to facilitate such upgrade; and

3.1.6. for the avoidance of doubt, Evouchers shall not be responsible or have any liability where there is any delay or other issue caused to its Services due to any force majeure events including but not limited to any postal strikes.

3.2 You agree that you shall not print any Vouchers without approval from Evouchers, and any Vouchers you are authorised to print shall be in a confirmed format, and sent out along with a covering letter to Recipients using the letter template, guidance and/or information provided to you from time to time by Evouchers.

3.3 You acknowledge that failure to follow the requirements of this clause B3, and any other notices provided to you by Evouchers in the Platform or otherwise may result in the Vouchers being unable to be redeemed by Recipients in post office branches.

3.4 Evouchers shall not be responsible or have any liability where your failure to follow the terms of this Agreement results in a Recipient being unable to redeem a Voucher, or where such redemption is delayed due to the correct process and documentation not being used.

SECTION C: ADDITIONAL TERMS FOR CARDS

C1. INTRODUCTION

- 1.1. This section of this Agreement will apply where you purchase a Card and allocate this to a Recipient.



Evouchers

- 1.2. The Card is provided by a third party distributor (the “Distributor”) on behalf of a third party issuer (the “Issuer”).
- 1.3. Recipients may be required to agree to additional terms and conditions provided by the Distributor in order to use the Card.
- 1.4. Please note that money held on the Card is treated as a credit, being an advance payment made against goods and services the Recipient can claim. The amount of the credit is therefore neither “your” nor the Recipient’s money, and you / Recipients do not have any right to withdraw money from the Card. Rather, the Recipient can only make a claim for the value of those goods and services which the Card supports.
- 1.5. The Card may not be activated until the Recipient has fulfilled the applicable identity verification requirements. This may involve the Recipient uploading copies of a valid passport / ID card and any other information that we may require the Recipient to provide via the Evouchers Software.
- 1.6. At all times, you shall remain responsible for the purchase and assignment of the relevant Card, and in the event that a the Recipient has an issue with the Card, they may liaise with you directly in respect of such.

C 2. FEES AND EXCHANGE RATES

2.1. Fees that apply to the Card and associated services and/or transactions will be notified to you from time to time in advance of making an Order on the Evouchers Software. All fees will be determined in the currency of the relevant Card to which they relate and will be deducted from the credit remaining on the Card.

2.2. Evouchers reserves the right to change the applicable fees in accordance with this Agreement. Changes in the reference exchange rate will apply immediately without prior notice.

2.3. If an allocation using a Card is made in a currency other than the currency of the relevant Card, then the amount deducted will be the amount of the allocation converted to the currency of the relevant Card using the reference exchange rate applied by MasterCard® (available at <https://www.mastercard.co.uk/en-gb/personal/get-support/convert-currency.html>) plus the currency conversion mark-up fee notified to you in the Evouchers Software. The exchange rate shall be determined on the date that the Card allocation is processed. The exchange rate is not set by us or the Issuer and varies



throughout the day meaning it may change between the date the Card allocation is made and the date it is processed.

C 3. NON-EXECUTED OR INCORRECTLY EXECUTED ALLOCATIONS

3.1. If the Issuer fails to execute or incorrectly executes an allocation made by a Recipient using a Card, the Issuer will promptly reimburse the amount of the allocation (including any fees to restore the balance of the Card to the position it would have been at if the defective allocation was not made), unless the Issuer can show that the payment service provider of the third party merchant providing the goods / services being claimed has received the allocation (in which case they will be liable). In this case, on the Recipient's request, we will request the Issuer to make reasonable efforts to trace the allocation and we will inform the Recipient about the outcome.

3.2. Evouchers will not be liable for any allocation executed in accordance with the instructions given by the Recipient. If an instruction the Recipient gives is incorrect or incomplete, Evouchers will make reasonable efforts to arrange for the Issuer to recover the allocation amount. Evouchers may charge a fee for any such recovery. If the Issuer is not able to recover the allocation amount, we will, on the Recipient's written request, request for the Issuer to provide the Recipient with the relevant information about the allocation.