

Guavapay Prepaid Mastercard International Programme Terms and Conditions

This Terms and Conditions Agreement (the "Agreement") apply to the Guavapay Prepaid Mastercard International Programme and Associated "Prepaid Card(s)", being Guavapay Virtual Mastercard International ("Prepaid Card" or "Guavapay Card").

You must read them carefully. In these Terms and Conditions "you" means the named Guavapay virtual account holder and the authorised user of the Prepaid Card(s). "We", "us" or "our" means Guavapay Limited. "Website" means our website at <https://guavapay.com/>

By purchasing and using the Prepaid Card(s), you agree to be bound by the terms described herein and terms incorporated by reference. If you do not agree to these terms, you must not use the Prepaid Card(s).

In this Agreement, a word importing one gender shall (where appropriate) include any other gender and a word importing the singular shall (where appropriate) include the plural and vice versa.

1. Your Prepaid Card(s)

The Prepaid Card(s) are issued by Guavapay Limited pursuant to a license from Mastercard® International Incorporated ('Mastercard').

You can purchase your Prepaid Card(s) through our appointed distributor, Radopay Limited, a company incorporated under the laws of the United Kingdom, having its registered offices at Crown House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX, (hereinafter, the "Distributor") on a basis of the agreement between us and the Distributor. You can purchase the Prepaid Card(s) through the Distributor's official website: <https://cloudcards.is>

The e-money associated with the cards is issued by Guavapay Limited which is authorised and regulated by the Financial Conduct Authority under the Electronic Money Regulations 2011 (license number 900888).

You can use your Prepaid Card(s) at any virtual store worldwide that displays the Mastercard International acceptance mark.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.



To obtain your Prepaid Card(s) you must be a resident of United Kingdom, and we consider the acceptance of this agreement as your confirmation of residency.

You will not be able to use your Prepaid Card(s) after its expiry date, and you will not be able to withdraw all the funds left in a card account.

Your Prepaid Card(s) are not credit instruments.

2. Applying for and activating your Prepaid Card(s)

To apply for a Prepaid Card(s), you must be at least 18 years old.

Prepaid Card(s) shall be issued in the United Kingdom only.

By using Prepaid Card(s), you are agreeing to these terms and conditions.

3. Loading your Prepaid Card

This card is a nonreloadable Prepaid Card, and issued with following preloaded amounts:
15, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150.

3. Loading your Prepaid Card

We will deduct the value of your transactions from the balance on your card as soon as they are made. We will also deduct any applicable fees as soon as they become payable by you; see our Fees section below for details of our fees.

We may ask you to stop using your virtual Prepaid Card. We may at any time suspend, restrict or cancel your Prepaid Card(s) or refuse to issue or replace a Prepaid Card(s) for reasons relating to the following:

- we suspect your card is being used in an unauthorised or fraudulent manner;
- or we need to do so to comply with the law.

Like other payment methods, we cannot guarantee a retailer will accept your Prepaid Card(s).

We may also refuse to pay a transaction:

- if we are concerned about security of your Prepaid Card(s) or we suspect your Prepaid Card(s) is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not present on your virtual Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
- if we have reasonable grounds to believe that you are acting in breach of this Agreement;
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

5. Authorising Transactions

Subject to the features of the Prepaid Card(s), the authorisation of a transaction can include authorising any single transaction, a series or recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.

A Prepaid Card(s) transaction will be regarded as authorised by you where you authorise the transaction by following the instructions provided by the merchant or retailer to authorise the transaction.

Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received.

6. Cancellation and expiry of your Prepaid Card(s)

Your Prepaid Card(s) will be valid for the period ending on the expiry date as indicated in card detail received by you during card order. On the expiry date, your Prepaid Card will cease to function and you will have no further right to use it. This Agreement will terminate when your Prepaid Card expires.

We may also cancel this Agreement for any reason by giving you at least two months' notice:

- if you breach a provision of the Agreement, or repeatedly breach the Agreement and fail to resolve the matter in a timely manner;
- if you use (or allow someone else to use) your Prepaid Card(s) improperly, illegally or for criminal activity;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives;



We may also cancel the Agreement or suspend your Prepaid Card(s) or account immediately if we believe your Prepaid Card(s) are deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so.

You will not have any rights to apply for chargebacks since our Prepaid Card(s) are nonreloadable card(s) and, therefore, any request(s) for refund(s) will not be processed by us.

If your Prepaid Card(s) are used in any fraud and then blocked, you have the right to request new Prepaid Card(s) with the same expiration date and the same balance but with a different new card number. You will be charged 10% of the remaining balance, at the time when your Prepaid Card(s) was blocked, for issuing new Prepaid Card(s) for you.

Your Prepaid Card(s) is valid up to 6 months from date of issue.

You can purchase up to five (5) Prepaid Card(s).

7. Keeping your Prepaid Card(s) secure

If You see some unrecognized approved or declined transactions, you need contact us immediately directly via email to support@guavapay.com.

If the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Prepaid Card(s) or sharing your card data and 3D Secure Password), you will be liable for any loss we suffer because of the use of the Prepaid Card(s).

8. Our Liability

We will not be liable for any loss arising from:

- any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary; or
- a retailer refusing to accept your Prepaid Card(s); or
- our compliance with legal and regulatory requirements;
- loss data unless caused by our wilful default.
- We are also not liable for:
- business interruption, loss of revenue, goodwill, opportunity, or anticipated savings;
- any indirect or consequential loss;
- the goods or services that are purchased with your products;



9. Product Fees

By accepting this Terms and Conditions Agreement you are accepting all the fees and limits applied to this product.

Prepaid Card(s) Purchase Fee:

Denomination	GBP	EUR
15 -	19.64	19.64
20 -	26.20	26.20
30 -	39.30	39.30
40 -	52.40	52.40
50 -	66.50	66.50
60 -	78.60	78.60
70 -	91.70	91.70
80 -	104.80	104.80
90 -	108.44	108.44
100 -	115.30	115.30
110 -	132.54	132.54
120 -	150.88	150.88
130 -	160.72	160.72
140 -	173.10	173.10
150 -	185.46	185.46

10. Disputes with Retailers

If you have any disputes about purchases made using your Prepaid Card(s), you should settle these with the person you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Prepaid Card(s). Please note that once you have used your Prepaid Card(s) to make a purchase we cannot stop that transaction.

11. Communication

If you have an enquiry relating to the Guavapay Prepaid Mastercard International programme or Prepaid Card(s), you can email us at support@guavapay.com. We will deal with your enquiry promptly. If your Prepaid Card(s) has been lost or stolen, call us our 24/7 customer support number +44 (0) 2045771440. Calls are charged at your local call rate.

12. Complaints

The Guavapay Prepaid Mastercard International programme is issued by Guavapay Limited. If you are unhappy in any way with your Prepaid Card(s) or the way it is managed, you can request a copy of our complaint policy by emailing us at support@guavapay.com. Any complaints you have will be dealt with quickly and fairly. You may be able to take unresolved complaints to the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR. or online at <https://www.financial-ombudsman.org.uk/contact-us/complain-online> or by email or phone at complaint.info@financial-ombudsman.org.uk or +44 (0) 800 023 4567.

13. Assignment

We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you two months' prior notice of this. If we do this, your rights will not be affected.

14. Governing Law

This Agreement is concluded in English and shall be governed and construed in accordance with the laws of England and Wales. All communications with you will be in English. In relation to any legal action or proceedings to enforce this Agreement we and you irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to proceedings in such courts.

15. Guavapay Prepaid Mastercard International programme issuer.

The Guavapay Prepaid Mastercard International programme is issued by Guavapay Limited pursuant to a license by Mastercard International ® Incorporated.

The e-money associated with the cards are issued by Guavapay Limited which is authorised and regulated by the Financial Conduct Authority under the Electronic Money Regulations 2011 and registered under number 900888.

The Guavapay Prepaid Mastercard International programme is operated by Guavapay, Salisbury House, 29 Finsbury Circus, London Wall, London, England, EC2M 5QQ, Company number 10601900.