

Whip App Terms and Conditions

IMPORTANT INFORMATION: Please read this Agreement carefully before activating your Account. This Agreement includes the Fees and Limits Schedule and the Whip App Mobile Wallet Terms and Conditions Schedule and becomes effective and binding on you upon your activation or use of your Card and for the entire period of validity of your Card. Please ensure you read all of this Agreement, including the schedules.

1. Definitions & Interpretation:

Account	The electronic money account associated with your Card(s).
Applicable Law	the law of England and Wales shall govern the interpretation, questions of existence, voidability, severability and enforcement of this agreement.
Available Balance	The value of unspent funds loaded onto your Account and available to spend.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar and Malta.
Card	Any Virtual Card issued to you in accordance with this Agreement.
Customer Services	<p>The contact center for dealing with queries about your Card and Account. You can contact Customer Services by:</p> <ul style="list-style-type: none"> i. Calling 03301338220 (your network provider may charge a fee for calling this number); ii. e-mailing customerservices@mywhipapp.com from the email address registered to the App; or iii. writing to Whip App Limited, Plesman House, 2a Cains Lane, Feltham, Middlesex, TW14 9RL
Expiry Date	The expiry date displayed on your Card, whether or not said Card is the first Card issued to you pursuant to this Agreement.
Fee	Any fee payable by you as referenced in the Fees & Limits Schedule.
Fees & Limits Schedule	The schedule contained in this Agreement.
KYC	Means “Know Your Customer” and constitutes our verification of your Personal Details.
Merchant	A retailer, or any other person that accepts e-money.
Mobile App	The Whip App mobile application provided by Program Manager that allows you to access your Account and carry out certain Account-related functions such as Card activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Card.
Whip App	Whip App Limited incorporated in England with registration number 13373289 and registered office address at Plesman House, 2a Cains Lane, Feltham, Middlesex, TW14 9RL.
Personal Details/Personal Data	The registered personal identity details relating to the use of your Card and App including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.
PIN	Personal Identification Number; that is, the security number provided for use with your Card.
Visa Scheme	Visa; Visa is a registered trademark of Visa International.

Transaction	The use of your Card to make a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order.
Username and Password	A set of personal codes selected by you in order to access the App;
Virtual Card	A set of verification procedures used as a non-physical equivalent to a physical Card and providing some or all of the functionality of a physical card. Any reference to a physical Card in this Agreement excludes the Virtual Card.
Website	https://mywhipapp.com/
you or your	You, the person who has entered into this Agreement with us.
we, us or our	WhipApp Limited

2. Your Agreement, Card, and Account

- 2.1. Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are contained entirely within this Agreement.
- 2.2. You can download or print the latest version of this Agreement at any time from the Website, Mobile App and/or request a paper copy from Customer Services.
- 2.3. Your Card is an e-money product; it is not a credit or a charge card or connected in any way to your bank account.
- 2.4. You are not permitted to transfer, sell, or re-sell the Card, nor to permit other persons to utilise the Card save where expressly authorised by us.
- 2.5. You are not permitted to utilise the Card to hold the funds of any third party by means of any arrangement which may cause said funds to be held on trust, constructive, express or implied, as a matter of English law (irrespective of whether or not English law is applicable to the arrangement in question).
- 2.6. You are not permitted to purchase any goods or services prohibited from purchase in the laws of the country in which you are transacting, wherever in the world, or, in any event, under the laws of England & Wales, Scotland or Northern Ireland.
- 2.7. By entering into this agreement, you are warranting that you will not utilise the Card which may be issued under the terms of this agreement to you for any unlawful purpose, you are further warranting that, save where authorised by us expressly, any funds loaded onto the Card are funds which are:
 - i. Not the proceeds of criminal activity, namely activity defined as criminal in the jurisdiction where it occurs or, in any event, a breach of the criminal law of England & Wales, Scotland or Northern Ireland.
 - ii. Funds to which you have an unencumbered right of disposal, this embraces funds derived from a credit card properly issued to you pursuant to an agreement with a provider of credit cards.
 - iii. Funds over which no lien, mortgage or other such encumbrance may be lawfully exercised by any person, natural or corporate, or any government or emanation of a government of a recognised state.
- 2.8. You are not permitted to utilise this card to evade regulations restricting the transfer of funds outside of the United Kingdom as may, from time to time, be brought into effect and be binding upon persons resident in, or companies operating within, the United Kingdom.
- 2.9. You are not permitted to use this card to effect money transfer via a money transfer agent, as defined in

3. Obtaining and activating your Card

- 3.1. To apply for, and use, a Card you must be at least 18 and a permanent resident of the United Kingdom.
- 3.2. You may apply for a Card via the Mobile App and we may require you to provide information/documentary evidence to prove your identity and address. Furthermore, we may carry out electronic identification verification checks on you. By entering into this Agreement, you authorise us to carry out such checks and verification procedures as we deem necessary.
- 3.3. You are only permitted to have one active Card and one Account, this will be where your Available Balance is located. If we discover that you do have more than one Account or Card, we may block all such Cards and terminate this Agreement in respect of each of them.
- 3.4. Provided we have been able to successfully complete KYC checks, you shall receive an activation confirmation on the App and you will be able to use the Card unless some other impediment to so doing has arisen.

4. Personal Details

- 4.1. When entering into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided the Program Manager with.
- 4.2. You must notify the Program Manager of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.3. We, or the Program Manager, reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing and detecting fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us and the Program Manager to undertake electronic identity verification checks on you either ourselves or by utilising the services of relevant third parties.

5. Adding funds to your Card

- 5.1. Funds may be added to your Account by debit card or credit card. We are not responsible for any funds that have not been loaded onto the Card, and may not be rendered liable in respect of any such funds.
- 5.2. We reserve the right to, at any time, limit the sum which may be loaded onto your card. Where you have paid a fee to us by reference to some greater sum being permitted to be loaded onto your card we will, unless fraud or misuse of the Card is apparent, refund to you the difference between any greater sum paid by way of a fee and the sum which would be properly due for the lesser sum permitted to be loaded onto the card.
- 5.3. We reserve the right to request KYC documents and verification of your source of funds at any point.

- 5.4. We may give notice of the requirement that you supply any such documentation as we may reasonably require, pursuant to Clause 5.3 above, by contacting you via email, via telephone or through the app.
- 5.5. In the event that you fail to supply such documents as have been requested pursuant to Clause 5.3 we reserve the right to, without notice and acting unilaterally:
- i. Prevent you from utilising any funds on the card.
 - ii. Seeking a refund to yourself of such funds by the mechanism of Cancellation identified below at Clause 11.
 - iii. Seeking to claim any proprietary remedy in respect of said funds, with any such claim being expressly excluded from being brought in law by the operation of this sub-clause and your agreement to the same.

6. Using your Card

- 6.1. Your use of the Card is subject to the Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.
- 6.2. Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.
- 6.3. You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods.
- 6.4. If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so then we reserve the right to take all necessary steps, including legal action, to recover this deficit. In the event that such legal action is contemplated or commenced or prosecuted by us, you will be liable for our costs incurred in any consequent proceedings, on the indemnity basis and shall be jointly and severally liable, together with other members of your party, in respect of said costs.
- 6.5. There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may require this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations, this is known as a “prior authorisation”. In the event that a Merchant has such prior authorisation on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.
- 6.6. Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We shall have no liability to you if a Merchant refuses to accept payment using the Card.
- 6.7. For the purposes of Regulation 68 of the Payment Transfer Regulations 2017 you give us your consent to verify that your balance is sufficient to make any payment as has been initiated.

- 6.8. We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.
- 6.9. We may, in accordance with the Anti-Money Laundering policy of our Program Manager, block transactions which occur in identified high risk countries. Said countries are identified by the Program Manager and may vary from time to time. Where there are repeated attempts to use your Card in high-risk countries, we may cancel the card and this Agreement.
- 6.10. You must not use the Card for:
- Wire transfer money orders or investments;
 - dating and escort services; or
 - any illegal or immoral purpose;

7. Creation of a “Whip”

- 7.1. By entering into this Agreement, and upon we having permitted you to activate a Card and to load funds onto said card, you will be permitted to create a “Whip” to which other persons, subject to the foregoing conditions being met, may contribute funds for expenditure on the Card.
- 7.2. The creation of a Whip is, for the avoidance of doubt, merely the creation of a Card (as defined at the outset of this agreement) which is intended by yourself and any other such person as may be permitted to contribute to said Whip to be utilised to discharge shared expenses over a short duration and in respect of some specific, named event.
- 7.3. The specific named event shall be recorded upon the inception of the “Whip” and we reserve the right to reject the creation of any “Whip” which appears to have been created for an improper or immoral purpose. Likewise, we may reject the creation of any “Whip” the purpose of which appears to us to be nebulous.
- 7.4. The nature of the specific, named event, which will detail the purpose of the “Whip”, does not result in a duty being imposed upon us to ensure that the transactions for which the “Whip” card is used are in accordance with said stated purpose.
- 7.5. Any redress to be sought in respect of the discharging of expenses in a manner not intended by the contributors to the “Whip” must be sought from the holder of the “Whip” card at the time at which said discharging of expenses occurred.
- 7.6. For the avoidance of doubt, we are not subject to any fiduciary duty to you in respect of the manner in which the “Whip” card is used, save in that we remain subject to any duty in law to refund funds lost to a fraud carried out by some person other than a person with whom we have entered into an agreement for the creation of a Card which contributed to the “Whip”.
- 7.7. You must, in the event that you wish to create a “Whip” Card, have satisfactorily supplied all such material as is required by us, pursuant to this agreement or to any law or regulation as in effect or as may come into effect, in respect of KYC checks, Anti Money Laundering checks and Due Diligence checks.

- 7.8. The Whip Card will be attributed to yourself, and other persons who hold Cards, as defined at the outset of this Agreement, may contribute, subject to the following conditions, to the “Whip”.
- 7.9. Upon the creation of a “Whip” all persons who contribute to said “Whip” unconditionally and irrevocably cede control over the expenditure incurred on said “Whip” Card to the holder of the Whip card. No action shall lie against us in respect of the misuse, fraudulent or otherwise, of the “Whip” by the holder of the “Whip”.
- 7.10. Where we suspect that the “Whip” has been created, or is being in any event used, for some unlawful or immoral design, we reserve the right to delete said “Whip”, whereupon, subject to our duty not to transfer funds which constitute the proceeds of crime and any kindred duty at law, the funds contributed by each contributor shall be restored to their Card. In the event that you seek to create or contribute to a “Whip” which has an apparently unlawful or immoral purpose, we reserve the right to terminate your use of the Card and this Agreement.

8. Transfer and Termination of a Whip

- 8.1. You are permitted to transfer the funds contained within the “Whip” card to any other person duly permitted by us to hold a “Whip” card at the time of said transfer.
- 8.2. For the avoidance of doubt, where any such transfer occurs a new “Whip” card will be generated and the “Whip” card which was previously created pursuant to this Agreement shall cease to exist.
- 8.3. No claim shall lie against us in respect of losses suffered by yourself by reason of the transfer of a “Whip” card to another person, irrespective of how such losses were incurred or suffered and irrespective of any duty in law which said other person may be subject in respect of yourself.
- 8.4. Transfer of a “Whip” constitutes the transfer of money, by reason of the unfettered control over expenditure of sums on the “Whip” card described at Clause 7.9 above, and accordingly we reserve the right absolutely to prevent the transfer of funds held on a “Whip” card in circumstances where we come to suspect, for any discernible reason, that said funds, wholly or partially, constitute the proceeds of crime or are intended to be utilised in the furtherance of any criminal scheme, design or operation.
- 8.5. Where a “Whip” is created a purpose must be designated, as is indicated above, and this purpose cannot be altered once created.
- 8.6. Suspicious transactions, defined as transactions not concordant with the purpose for which the “Whip” was created, may be blocked at our discretion and in the event of such transactions being blocked no claim shall lie against us in respect of the lawful retention of your moneys contributed to the “Whip” whilst investigations into the provenance of said funds are carried out.
- 8.7. We are subject to a duty to act expeditiously and with due diligence in verifying the provenance of funds, however no delay attributable to the actions or omissions of some third party (including law enforcement bodies in any jurisdiction) shall constitute a breach of this duty.

- 8.8. You may, at any time, as the holder of a “Whip” card unilaterally indicate to us, via the relevant feature contained within the WhipApp app, that you wish to terminate the “Whip” card.
- 8.9. In the event that the “Whip” card is sought to be terminated, unless there exists any basis in law, or basis deriving from the terms of this agreement, the funds remaining available on the “Whip” card, less any sums which fall due to us pursuant to the terms of this agreement, shall be refunded to the Card of the persons who contributed to the “Whip” pari passu in proportion to the sums contributed by them.
- 8.10. Clause 8.9 governs the actions which we will take in respect of funds remaining on a “Whip” card which is to be terminated and does not affect any right in law which you may enjoy as against any other contributor to or holder of or previous holder of the “Whip” in question.

9. Authorising Transactions

- 9.1. You will need to give your consent to each Transaction by, where applicable, a) using your PIN or other security code personal to you; or b) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 9.2. The time of receipt of a Transaction order is when it is received by our processing partner. If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 9.3. Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.
- 9.4. Your ability to use or access the Card may occasionally be interrupted, for example if the Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. We shall have no liability to you in respect of any losses occasioned by such necessary interruptions. Please contact Customer Services should you experience any problems using your Card or Account and these will be resolved as soon as possible.

10. Managing & Protecting Your Account and Card

- 10.1. You must not give your Card to any other person or allow any other person to use it.
- 10.2. You are responsible for your Account, Card, PIN, App and any related security details (“Security Details”) and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):
- i.** never letting any other person become aware of your Security Details; and
 - ii.** never writing your Security Details on your Card or on anything you usually keep with your Card;
 - iii.** keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.
- 10.3. Failure to comply with this condition 8 may affect your ability to claim any losses in the event that we can show that you have failed to take reasonable steps to keep the information safe or

that you have acted fraudulently, with undue delay or with negligence. In all other circumstances, your maximum liability shall be as set out below at condition 12.

- 10.4. If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Services immediately.
- 10.5. In the event that we suspect or believe that your Card may be subject to any fraud or security threats, the Program Manager will notify you securely via email, SMS, push notification or phone call.

11. Cancellation

- 11.1. You may terminate your Card at any time by contacting Customer Services and exercising your redemption rights under condition 10.
- 11.2. Once we have received all necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you provided that:
 - i. you have not acted fraudulently or negligently or in such a way as to give rise to reasonable suspicion of fraud or negligence; and
 - ii. we are neither being required to withhold your Available Balance by law or regulation, or doing so at the request of the police, a court or any competent regulatory authority.
 - iii. we do not have any reason to believe that you have, at any time, utilised the card for the purposes of transferring the proceeds of crime, transferring funds or paying for services in such a manner as to constitute a breach of this agreement.
- 11.3. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

12. Expiry & Redemption

- 12.1. You will not be able to use your Card following its Expiry Date. This Agreement shall terminate on the Expiry Date unless you are issued with a replacement card, whereupon this Agreement (and any amended permutation thereof which may come into existence in accordance with Condition 19 of this Agreement) shall continue without any deemed interval.
- 12.2. You may redeem your Available Balance by contacting Customer Services at any time while your Account is open. Once your Account is closed, and subject to any legal obligations with which we must comply, you will be able to redeem your Available Balance at any time within six years from the date this Agreement was terminated. When we process your redemption request, we may require you to provide us with KYC information and/or documents in order to verify your Personal Details. We will charge a redemption Fee if you request redemption of your Available Balance before, or 12 months after, expiry of this Agreement. Any such Redemption/Close Account Fee is set out in the Fees & Limits Schedule.
- 12.3. We shall have the absolute right to set-off, transfer, or apply sums held in your Account or Cards in or towards satisfaction of all or any liabilities and fees owed to us, whether under this Agreement or otherwise, that have not been paid or satisfied when due.

13. Termination or Suspension of your Card and Account

- 13.1. When this Agreement is terminated, your Account is closed. We, or the Program Manager, may terminate this agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us);
- 13.2. We, or Program Manager for us, can suspend your Card/Account, restrict its functionality or terminate this Agreement at any time with immediate effect if:
- i. you haven't given us the information we request, or we believe that any of the information that you have provided to us was incorrect or false; or
 - ii. a Transaction has been declined because of a lack of Available Balance or you do not pay money that you owe to us; or
 - iii. you fail to provide all of the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or
 - iv. we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;
 - v. we believe that your use of the Card may result in harm to us or our systems; or
 - vi. we believe that your continued use of the Card may damage our reputation; or
 - vii. you become bankrupt or subject to an Individual Voluntary Arrangement, Debt Relief Order or analogous order in a foreign jurisdiction; or
 - viii. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or
 - ix. you do not access your Account for 3 years; or
 - x. we cannot process some or all of your Transactions due to the actions of third parties; or
 - xi. you have breached this Agreement.

14. Loss or Theft of your Card.

- 14.1. In the event that we do suspend or terminate your Card then, where lawfully permitted, we or Program Manager shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.
- 14.2. You are responsible for protecting your Card (including the details on the Card, such as the 16-digit number, Expiry Date and CCV which we refer to in this section 12 as Card Details) as if it were cash in your wallet – if your Card or your mobile device is lost or stolen, you may lose some or all of the money on your Card unless you contact us as specified in this condition.
- 14.3. You must contact us without delay by calling us on 03301338220 if it is during the hours of Monday to Friday 9am to 5pm or by emailing us to customerservices@mywhipapp.com if it is out of those hours. If you know or suspect that a Card or Card Details are lost, stolen,

misappropriated or subject to unauthorised use or that the PIN-or any of the log in or security details are known to an unauthorised person or you think that a Transaction has been incorrectly executed.

- 14.4. You shall be liable for up to a maximum of £35 of losses due to unauthorised Transactions made before you informed us about the theft, loss or misappropriation of the Card or Card Details. If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently, or with intent to do so, breached the terms of this Agreement (for example, by not keeping your Card, Card Details or PIN safe), you may be liable for any loss we suffer due to use of the Card.
- 14.5. Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be immediately blocked to avoid further losses.
- 14.6. You agree to cooperate with our agents, as well as with any competent Regulatory Authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 14.7. In the event that you inform us of any unauthorised or incorrectly executed Transaction without undue delay, or in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through your negligence or we have reasonable grounds to suspect that fraud has taken place.
- 14.8. In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.
- 14.9. In the event that a Transaction that was executed within the United Kingdom arrived later than it should have according to the terms of this Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.
- 14.10. In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause 14.11, only in circumstances where you can show that:
 - i. the exact Transaction amount was not specified when you authorised the payment; and
 - ii. the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.
- 14.11. The refund referred to in 14.10 will not be provided if:
 - i. the amount is affected by currency exchange fluctuations; or
 - ii. you have given your consent to execute the Transaction directly to us; or
 - iii. information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or
 - iv. you request the refund from us later than 8 weeks from the date on which it was debited.

15. Payment Disputes

- 15.1. If you dispute a Transaction that you have authorised, and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 15.2. If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable.
- 15.3. If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask Program Manager to investigate the Transaction. If an investigation occurs, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we will charge you an investigation fee, subject to the Fees & Limits Schedule. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

16. Foreign Exchange

- 16.1. If you use your Card in a currency other than the currency in which your Card is denominated ("Foreign Currency Transaction"), the amount deducted from your Available Balance will be the amount of the Foreign Currency Transaction converted to your Account currency using a rate set by the Scheme.
- 16.2. When you use your Whipapp card to place transactions in foreign currencies, Visa's exchange rates will be applied to the full purchase amount. You can check Visa's rates here: <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>
- 16.3. Please be aware that exchange rates are dynamic, so the transaction value can change until the final purchase amount is charged due to currency variation.
- 16.4. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule.
- 16.5. The rate referred to in Clause 16.1 above shall be the rate obtained by us for the conversion of one currency into another for the purposes of facilitating a Foreign Currency Transaction entered into by yourself. You agree, without reservation, to be bound by such rate of conversion and no claim shall lie against us in respect of the rate selected by us; in particular, no claim shall lie, nor complaint be suffered to any authority, by reference to any prevailing currency exchange rate.
- 16.6. Whilst information pertaining to the foreign exchange rates, published by the European Central Bank, is made available in the user interface we are not acting in a fiduciary capacity when facilitating a Foreign Currency Transaction and the aforesaid foreign exchange rate information is provided for informational purposes only.

17. Our Liability

- 17.1. We shall not be liable for:
 - i. any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a failure of network services or a failure of data processing systems;

- ii. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses, whatever the cause thereof;
- iii. any use of this Card that is contrary to this Agreement, by any person;
- iv. the quality of goods or services that are purchased with the Card; and
- v. any damages due to loss, fraud or theft that you have reported to us, by the proper channel indicated at Clause 14.3 of this agreement more than 13 months after the event.
- vi. any damages due to loss, fraud or theft that you have reported to us within 13 months of their occurrence but by some means other than the proper channel identified at Clause 14.3 of this agreement.

- 17.2. We will not be liable to you whatsoever if your contact details have changed and you have failed to tell us promptly.
- 17.3. Where the Card is faulty due to our error, our liability shall be limited to replacement of the Card;
- 17.4. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 17.5. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 17.6. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 17.7. The above exclusions and limitations set out in this paragraph shall apply to any liability of Program Manager or our affiliates such as the Scheme, and other suppliers, contractors, representatives and any of their respective affiliates (each a "**Protected Party**") (if any), to you, which may arise in connection with this Agreement. This clause 17.7, and the exclusions and limitations set out in this paragraph, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with the Contracts (Rights of Third Parties) Act 1999. This clause 17.7 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

18. Complaints

- 18.1. Should you wish to make a complaint about your Card and/or Account, you may contact Customer Services by email at customerservices@mywhipapp.com to submit details of any such complaint.
- 18.2. Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by email and (where applicable) by phone call within 15 Business Days.
- 18.3. If, having received a response from our Customer Services team, you are unhappy with the outcome you can escalate your complaint to TPL's Complaints Department by writing to complaints@transactpaymentslimited.com
- 18.4. If TPL's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation

will be conducted. You will receive a formal response of their findings within 35 Business Days of your complaint.

- 18.5. We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 18.6. In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

19. General Communication

- 19.1. Any communication from us or from Program Manager to you will be given via notification on the Mobile App and/or by email or mobile device (using the latest contact details with which you have provided us).
- 19.2. You may contact Customer Services via the details which are set out in clause 1.

20. Personal Data

- 20.1. We will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 11 above.
- 20.2. We will manage and protect your personal data in accordance with all applicable data protection laws, including Data Protection Act 2018 and UK General Data Protection Regulations. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our [Privacy Policy](#) which is provided to you at the time we collect your Personal Data.

21. Changes to the Terms and Conditions

- 21.1. We may update or amend this Agreement at any time. Such updates or amendments shall take effect after 2 months have elapsed from the giving to you of notice, which we shall give to you via the App, by e-mail or mobile device (using the latest contact details you have provided us with). Such notice will be effectively given provided that it is provided to the latest set of contact details which you have provided to us, irrespective of whether or not said contact details are accurate and up to date.
- 21.2. If you do not agree with the changes to the Agreement, you may at any time within the 2-month notice period terminate your Agreement in accordance with condition 10 and can redeem any unused Available Balance at that time without incurring a Fee. You will be deemed to have accepted any change to this Agreement unless you notify us of your opposition and wish to terminate this Agreement within said 2 month period.

- 21.3. If any part of this Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

22. Language

- 22.1. The English language version of this Agreement and of any communications and Website and Mobile App content will prevail over any other language version which we may issue from time to time.

23. Governing Law

- 23.1. This Agreement is governed by English Law.

24. Jurisdiction

- 24.1. You agree to the exclusive jurisdiction of the Courts and Tribunals of England & Wales.

25. Miscellaneous

- 25.1. Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 25.2. The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Gibraltar. However, we will safeguard your funds so that they are protected in accordance with Applicable Law if we become insolvent.

26. Severability of clauses and assignment of rights

- 26.1. If any provision of this Agreement is deemed unenforceable or void, the remaining provisions will continue in full force and effect.
- 26.2. You may not assign or transfer any of your rights, benefits or obligations under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement to a third party without notice to you.

Schedule 1 - Whip App Mobile Wallet Terms and Conditions

These Terms and Conditions apply to how we facilitate the use of the Card when you add or keep it in a Mobile Wallet. A Mobile Wallet is any electronic payment system that uses your Card or a mobile record of your Card to allow you to pay for items. It is operated by a provider of Mobile Wallets (Mobile Wallet Provider) and is available on a suitable mobile phone, tablet or other device (Device).

1. Your Whip App Visa Debit Card Terms and Conditions Still Apply The terms and conditions that apply to the Card still apply when you use your Card in a Mobile Wallet. Where we refer to 'Agreement', this includes the Whip App Visa Debit Card Terms and Conditions as well as the Whip App Mobile Wallet Terms and Conditions. The Mobile Wallet Provider will also have terms and conditions, policies, including a privacy policy, and obligations that apply to your use of the Mobile Wallet, as will other third parties (for example, mobile network operators). You should make sure that you read these terms and conditions and policies and are satisfied with these.

2. Using your Card in a Mobile Wallet To add a Card to a Mobile Wallet, you must follow the process set out by the Mobile Wallet Provider (and any other procedures we, or they, may need to adopt). Not all Cards will be eligible to be added to the Mobile Wallet, and the Mobile Wallet Provider may limit the number of Cards that can be used. Once a Card is added, the Mobile Wallet will only allow you to make purchases where the Mobile Wallet is accepted.

You may remove your Card(s) from the Mobile Wallet at any time by following the Mobile Wallet Provider's procedures for removal. We must continue to process any Mobile Wallet transactions on your Card outstanding at the time you remove it from the Mobile Wallet and you must still pay for such transactions.

3. Fees We do not charge any fees for adding your Card to the Mobile Wallet. The usual fees associated with using your Card will still apply. The Mobile Wallet Provider or other third parties (for example, mobile network operators) may separately charge you fees in relation to your use of the Mobile Wallet or Device and such fees are between you and the Mobile Wallet Provider or relevant third party, with us incurring no liability in respect of the same.

4. Responsibility for the Mobile Wallet working We do not operate the Mobile Wallet and therefore cannot be responsible for its use or performance. We can only help you with using your Card. We are not responsible for the Mobile Wallet, for example, if it requires updating, becomes unavailable or if you are unable to use it for any Transaction, or if a merchant refuses to accept payment using the Mobile Wallet.

5. Card and Device Security You must not share any usernames, passcodes or any other information relating to your Card or Device. If you share this information with others, they may be able to access your Mobile Wallet and make purchases with your Card or obtain your personal information. Before you replace or dispose of a Device, you must ensure that all Card information is deleted from that Device. You agree to contact us immediately if any Device on which you have a Card has been lost or stolen, or if you suspect that there has been fraud in relation to your Card, for example if you receive a text message, alert or other such notification to your Device indicating that you have added a Card to a Mobile Wallet and you did not do so, or if you receive a receipt for something you did not purchase. We will not be responsible for any losses you incur except as set out in the remainder of this Agreement, or as may be required by law.

6. Suspending or Cancelling Your Use of a Card There may be situations where we refuse to allow a Card to be added to a Mobile Wallet or cancel or suspend use of a Card to make purchases using the Mobile Wallet. We can do this for any reason and at any time, including where you are in breach of the remainder of this Agreement, where your Card is blocked, cancelled or expired, where we suspect fraud, if you have an overdue or negative balance, if directed to do so by the Mobile Wallet Provider or the Visa, or where we cannot sufficiently authenticate you or the Card. The Mobile Wallet Provider or a third party may also block, restrict, suspend, or terminate your use of the Mobile Wallet without reference to us, and we cannot be liable if this happens.

7. Your Privacy We respect the privacy of your personal information. We will at all times comply with our obligations under Data Protection law and the terms of our Privacy Policy, available in the Mobile App. The Mobile Wallet Provider is separately responsible for how they use and manage any personal information you provide to it and we shall have no liability in respect of any misuse of, loss of, inaccurate alteration of or dissemination of said data by the Mobile Wallet Provider or any other third party.

8. We May Change these Clauses in this Annex These clauses may change from time to time, and we will notify you as set out in the remainder of this Agreement, after which the continued use of your Card with the Mobile Wallet will mean that you have accepted them. If you do not agree to any updated Conditions, you may remove your Card from the Mobile Wallet following the Mobile Wallet Provider's procedures for removal.

9. Contact Us If you have any queries in relation to these clauses, please refer to our Mobile Wallet FAQs available in the Mobile App. If you have any questions or issues which are not answered by our FAQs, please contact us using the details set out in clause 1 of the Whip App Visa Debit Card Terms and Conditions. If you have questions in relation to the Mobile Wallet, please contact the Mobile Wallet Provider.

Schedule 2 - Fees and Limits Schedule

Issuing Fees	Fees [GBP]
Whipapp Membership Subscription	1.50
Loading Fees	
Whip personal wallet loading fee	1.45% of loaded amount plus £0.20 per load
Transaction Fees and usage	
Foreign Exchange charge	0.75% of the Transaction amount (over and above the foreign exchange mark-up charged by Visa)
Transfer of Whip Ownership card transfer fee	£0.40 per card/transfer
Miscellaneous Fees	
Chargeback processing (This is only charged where the chargeback is found not to be genuine)	£20.00
Customer Funds Redemption Fee –	
During the term of the Card and up to 12 months post Expiry Date –	Free
More than 12 months following Expiry Date.	£5.00
Bank Transfer to refund funds from Whip App Account to your personal bank account (<u>chargeable for refunds which take place 12 months following Expiry Date</u>)	£5.00
Recurring Fees	
	GBP
1-5 users	£1.60 per whip
6-10 users	£2.20 per whip
11-15 users	£2.80 per whip
16-20 users	£3.40 per whip

21-25 users	£4.00 per whip
26-30 users	£4.60 per whip
31-35 users	£5.20 per whip
36-40 users	£5.80 per whip
41-45 users	£6.40 per whip
46-50 users	£7.00 per whip

LIMITS

Limit Type	Frequency	GBP/frequency
Max. Single Load Value (£)	Single Load	4,500
Max. Annual Spend Value (£)	per card	£50,000
Max. Number POS (#)	1 day	30
Max. Value POS (£)	1 day	£5,000
Max. Value POS (£)	4 days	£17,500