

## **Uload Voucher: Terms and Conditions (T&Cs)**

Important Information: Please read these Terms & Conditions carefully before using your Uload Voucher. These Terms & Conditions and the Fees apply to all Customers commencing 10.07.2020

Latest Update: 10.09.2020

### **1. Introduction**

1.1 These Terms and Conditions govern the contractual relationship between you and us.

1.2 Your Uload Voucher is issued and operated by Colletra Finance Ltd ("we" "us") with registered office is at John Kennedy Street, Iris House 7<sup>th</sup> floor, Limassol 2106, Cyprus (Company number: HE401320).

1.3 We are authorized by CFS-Zipp Ltd and regulated by the FCA (Financial Conduct Authority) out of the United Kingdom with Registration number: 900027 ).

1.4 By purchasing or using a Uload Voucher you are agreeing to be bound by these Terms and Conditions.

1.5 We may update or amend these Terms and Conditions. Notice of any Changes will be given on [www.uoloadpay.com](http://www.uoloadpay.com) our Website”) at least two (2) months in advance. By continuing to use the Uload Voucher after the expiry of the 2-month notice period, you acknowledge that you indicate your acceptance to be bound by the updated or amended Terms and Conditions. If you do not wish to be bound by them, you should stop using the Uload Voucher. You have the right to terminate this contractual agreement immediately and without charge before the date of the proposed application of the changes to the T&Cs. Your notice objecting to the proposed changes to the T&Cs will be treated as a notice of termination of this contractual agreement.

Simply expanding the functionality or introducing new services shall not effect a contract amendment.

1.6 You can download a copy of these Terms and Conditions at any time from our Website.

Note: Please be aware that if your Uload voucher is lost or stolen you may lose some or all of your money of the Uload voucher. We will not be able to assist or reimburse if you lose your Uload voucher or render unreadable in any way.

### **2. Purchase of Uload Voucher**

2.1 You must be at least 18 years old to purchase and or use a Uload Voucher.

2.2 Uload Vouchers are available in 10€, 20€, 50€, 100€ and 150€ and or 10£, 25£, 50£, 100£, 150£ denominations.

2.3 You can purchase up to 10 Uload Vouchers from a physical store at any one time.

2.4 Each Uload Voucher is allocated its own unique Personal Identification Number ("PIN"). When you purchase a Uload Voucher from a physical store, the paper you receive will show amongst other information your PIN. If you purchase the Uload voucher online, your PIN will be transmitted in electronic form and you should print this out for safekeeping.

### **3. Use and Fees of Uload voucher**

3.1 You may use Uload Voucher with those online retailers, service providers and ewallets which accept Uload Voucher as a means of payment or means of ewallet fund loading ("Online-Shops"). Once you have purchased a Uload Voucher you can use it at these Online-Shops

3.2 When you use your Uload Voucher you will be asked to enter the Uload Voucher's PIN.

3.3 Upon entering the PIN, you irrevocably authorize the Online-Shop to request that we deduct the funds immediately from your Uload Voucher for the relevant product/service. At the same time you irrevocably authorize us to process the deduction from the Uload Voucher and authorize the payment to the Online-Shop.

3.4 It is prohibited to sell, trade in, or purchase, Uload Vouchers via unauthorized internet platforms.

3.5 The fee for using the Uload vouchers on the Online-Shops may vary from Online-Shop to Online-Shop, up to a maximum of eleven per-cent (8%) of the face value of the Uload Voucher. Please consult each Online-Shop's fee page for more information.

3.6 Cancellation Fee according to Section 4: twenty-nine per-cent (19%) of the Uload's Voucher face value, with a minimum fee of five euro (5€) or 5£

### **4. Voucher cancellation**

You may at any time request, unless the Uload voucher has been already redeemed at an Online-Shop, to cancel your Uload voucher. To do so, send us an e-mail at [support@uloadpay.com](mailto:support@uloadpay.com) requesting the cancellation of the Uload voucher. Before we can redeem the funds to you we will need you to provide us with the serial number of the Uload Voucher, your full name, email address and a contact phone number, a legible copy of your photo identification document, a legible copy of your Uload Voucher as well as your personal bank account details in the European Union, where you would like us to transfer the money. To enable us to comply with our legal obligations, we may ask you to provide us with certain other information before we can process your request. A Cancellation Fee will apply in this case.

### **5. Security and PIN protection**

5.1 You must keep your Uload Voucher PIN safe and protect it from access by unauthorized third parties. Do not give your PIN to any unauthorized third party. All transactions made using your Uload Voucher PIN will be treated as being authorized by you.

5.2 If you lose your Uload voucher it will not be replaced.

5.3 Please be aware that if your Uload voucher is lost or stolen you may lose some or all of your money of the Uload voucher. We will not be able to assist or reimburse if you lose your Uload voucher or render unreadable in any way.

5.4 If you believe your Uload Voucher has been stolen, you must inform us without any delay. In either case you can inform us by e-mail at [support@uloadpay.com](mailto:support@uloadpay.com). In order for us to be able to block a Uload Voucher we will require the serial number.

## **6. Disputes with Online-Shops**

6.1 If you have any disputes about purchases/loads you have made with your Uload Voucher, you should settle these with the relevant Online-Shop. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with a Uload Voucher.

Note: Once you have used a Uload Voucher to make a purchase or load a ewallet we cannot stop that transaction.

## **7. Liability**

7.1 If you are affected by something which is our fault, we will only be responsible for loss you suffer as a direct result up to a maximum of the face value of the Uload Voucher and not for any other loss (for example, loss of reputation).

7.2 In the case of a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, and at our sole discretion either (i) issue you a new PIN or, (ii) transfer to your bank account the payment amount including all fees deducted therefrom and we may ask you for proof of purchase of the Uload Voucher, proof of identification and bank details (as necessary). This shall not apply, and you shall be responsible for all losses of the Uload Voucher:

7.2.1 if you have acted fraudulently or compromised the security of your Uload Voucher with intent or gross negligence; or

7.2.2 if you fail to dispute and bring the incorrectly executed transaction to our attention within 14 months from the date of the transaction.

7.3 We accept no responsibility or liability for an Online-Shop refusing to honor a transaction on a Uload Voucher or failing to cancel an authorization.

7.4 We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

7.5 We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of your Uload Voucher or services provided in these Terms & Conditions.

7.6 We are not liable to you for any loss or damage if caused, directly or indirectly, by force majeure

7.7 We do not guarantee the permanent availability of the Uload Voucher system in overall.

### **8. Complaints**

If you are unhappy in any way with our Uload Voucher or the way our service is managed, tell us by e-mailing at [complaints@uploadpay.com](mailto:complaints@uploadpay.com)

You are also able to take your complaints to <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

### **9. Governing law**

These terms and conditions are governed by UK Law. All disputes arising out of/or relating to this Agreement shall be resolved by the England and Wales Courts.