

Guavapay Debit Union Pay International Programme Terms and Conditions

This Terms and Conditions Agreement (the "Agreement") apply to the Guavapay Debit Union Pay International Programme and Associated "**Guavapay Product(s)**", being Guavapay physical Union Pay International "Physical Card" or "Debit 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 Guavapay Product(s). "We", "us" or "our" means Guavapay Limited. "Website" means our website at <https://guavapay.com/>

By purchasing and using the Guavapay Product(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 Guavapay Product(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 Guavapay Product(s)

The Guavapay Product(s) are issued by Guavapay Limited pursuant to a license from Union Pay International® Incorporated.

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).

The Guavapay Physical card(s) are the property of Guavapay Ltd and not transferrable to anyone else.

You can use your Guavapay Product(s) at any location worldwide that displays the Union Pay International acceptance mark.

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

You register your interest to obtain a Debit Card by clicking on the "Card" icon at the bottom of the Vexel application here: www.vexel.com.

To obtain your Guavapay Product(s), you must email your request to support@vexel.com and we will provide detailed information on how to obtain your Card.

The information provided will contain detail of the customer due diligence ("CDD") we will conduct to identify you. We will keep record of any CDD information and documents you provide to us in accordance with our Privacy Policy referred to in clause 15 of this Agreement.

Upon confirmation by Guavapay that you passed the CDD process, your Debit Card will be posted to you at the address you provided us. Time delivery within the United Kingdom is between 3 to 5 days. For postage outside the United Kingdom, your Debit Card should arrive within 10 to 15 days. Should any technical error happen impacting the delivery time, Guavapay will keep you informed by email.

Before using your Guavapay Product(s) it is your responsibility to ensure that there are sufficient funds loaded on the card to cover your purchase. You will not be able to use your Guavapay Product(s) after its expiry date.

Your Guavapay Product(s) are not credit instruments.

2. Applying for and activating your Guavapay Product(s)

To apply for a Guavapay Product(s), you must be at least 18 years old. We will require evidence of identity and place of residence. We may ask you to provide some documentary evidence to prove this and/or we may carry out checks on you electronically. If you apply for or are issued with a Physical card you must sign the signature strip on the back of the card as soon as it is received.

By using Guavapay Product(s), you are agreeing to these terms and conditions.

3. Loading your Debit Card

You can load your Debit Card by logging into your account profile at www.vexel.com using the credentials sent to you via email following successful completion of the due diligence requirements. The amount you can load onto your Debit Card is up to a maximum amount as described in the Limits and Fees table in section 13 below. We reserve the right to refuse to accept any particular loading transaction. Upon receipt and clearance, your funds will be available for use on your Guavapay Product(s) without delay. For full details on limits, please refer to section 13.

4. Activating your Guavapay Product(s)

We require that you activate your Guavapay Product(s) upon receiving it. You do this by visiting www.vexel.com. You will be able to manage your Guavapay Product(s) from your payment account dashboard including getting balances and transaction history.

5. Using your Guavapay Product(s)

Detailed instructions on how to use your Guavapay Product(s) are found on the Website. You will need to follow these instructions when using your Guavapay Product(s). 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 Limits and Fees section below for details of our fees.

By accepting the terms of this Terms and Conditions, the cardholder undertakes to adhere to the limits specified in section 13 of this Terms and Conditions. We provide a technological opportunity to increase the limits on a card, but at the same time, the cardholder undertakes to accept all possible financial risks associated with their increase and refuses to make claims on such transactions.

For fraud prevention reasons, usage of your Guavapay Product(s) may be queried by Guavapay Limited who shall contact you and we may block further usage. Contact will be made using the registered phone number provided by you.

In such circumstances, you can simply contact our Customer Support Team, (via the email: support@vexel.com) to request to have your Products reinstated.

We may ask you to stop using your Physical Card and return it to us or destroy it. We may at any time suspend, restrict or cancel your Guavapay Product(s) or refuse to issue or replace a Guavapay Product(s) for reasons relating to the following:

- we are concerned about security of your account or Guavapay Product(s) we have issued to you;
- we suspect your account is being used in an unauthorised or fraudulent manner;
- or we need to do so to comply with the law.

If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps. Like other payment methods, we cannot guarantee a retailer will accept your Guavapay Product(s).

We may also refuse to pay a transaction:

- if we are concerned about security of your Guavapay Product(s) or we suspect your Guavapay Product(s) is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not loaded on your Physical 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.

If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by logging onto your account on www.vexel.com.

6. Authorising Transactions

Subject to the features of the Guavapay Product(s) (which can be viewed at www.vexel.com), 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. Actual settlement amount may differ from the amount you have authorized during the transaction, for example in case of different exchange rates at the time of settlement with the Payment Scheme

A Guavapay Product(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, which may include the following non exhaustive ways:

- a) entering your PIN or providing any other security code;
- b) providing the Guavapay Product(s) details and/ or providing any other details as requested;
- c) waving or tapping the Physical card over a contactless card reader;
- d) swiping or inserting the Physical card into a merchant terminal;
- e) signing a receipt provided by the merchant or retailer.

Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received. However, the following transactions may be withdrawn if you give notice to the supplier (providing a copy of the notice to us):

- any transaction which is agreed to take place on a date later than the date it was authorised as long as notice was provided no later than the close of business on the business day before it was due to take place;
 - ^ we may charge you a fee if a transaction is revoked by you under this condition; please see our Limits and Fees table in Section 13 below.

We will pay the funds required by the retailer or merchant to cover the transactions authorised by you within three days of us receiving their request. A transaction instruction (the payment order) or request will be received as follows:

- for purchases and ATM transactions, at the time we receive the transaction instruction from the merchant acquirer or ATM operator;
- for other transactions which are communicated directly to us, at the time you ask us to complete the transaction.

The transaction instruction or request will be deemed to have been received by us on the following business day in the following instances:

- purchases and ATM transactions, we receive the transaction instruction from the merchant acquirer or ATM operator; or
- other transactions communicated directly to us, you ask us to complete the transaction after seven days.

7. Cancellation and expiry of your Guavapay Product(s)

Your Guavapay Product(s) will be valid for the period ending on the expiry date as indicated on the front of your Debit Card. On the expiry date, your Debit Card will cease to function and you will have no further right to use it. This Agreement will terminate when your Debit Card expires unless you request or are issued with a replacement.

You have a legal right to cancel your Guavapay Product(s) up to 14 days after you purchase the Guavapay Product(s) without being charged the Redemption Fee - this 14-day period is known as the “Cooling-Off Period” without any penalty but subject to deduction of any fees incurred by us only in relation to transaction you have made.

Notwithstanding the above, where paying in a currency outside your Debit Card currency, a foreign currency fee will be charged.

Under these terms and conditions, you also have the right to cancel your Guavapay Product(s) at any time after the 14-day Cooling-Off Period without notice. You can do so by contacting our customer services by email at support@vexel.com or by phone calling our 24/7 customer support phone number: +7 800 600 24 77. On receipt of your instruction, we will debit any outstanding transaction and deduct any applicable fees. You can then redeem your unused available funds as specified in clause 11 of this Agreement.

If you cancel your Guavapay Product(s), once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see “Your Right to Redemption of Funds and Refunding of Transactions on Your Guavapay Product(s)” section below for further information. A redemption fee may be charged (see Limits and Fees section below) unless you have arranged to transfer any unused funds to another Guavapay Product(s) managed by us, or you cancel your Guavapay Product(s) within 14 days of receiving it.

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

- if your Guavapay Product(s) expire on a set date and we have not agreed to renew the Agreement;
- 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 Guavapay Product(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;
- if you fail to pay fees or charges that you have incurred or fail to put right any shortfall.

We may also cancel the Agreement or suspend your Guavapay Product(s) or account immediately if we believe your Guavapay Product(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. If we cancel your Guavapay Product(s), you must instruct us what to do with any unused funds within 3 months of the date we advise your Guavapay Product(s) are cancelled. If your Guavapay Product(s) are cancelled, we will immediately block your Guavapay Product(s) so they cannot be used. You will not be entitled to a refund of money you have already spent on transactions authorised, or pending or any fees for use of the Guavapay Product(s) before the Guavapay Product(s) are cancelled or expire. You can cancel your Guavapay Product(s) by contacting us and confirming that you have destroyed your Physical Card.

If you cancel your Guavapay Product(s), once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see "Your Right to a Refund" section below for further information. A Refund Fee may be charged (see Limits and Fees section below) unless you have arranged to transfer any unused funds to another Guavapay Product managed by us, or you cancel your Guavapay Product(s) within 14 days of receiving it.

Your Guavapay Product(s) will be valid for 48 months from date of issue.

When we issue a replacement of a Guavapay Product(s) we may charge a fee. Please see section 13 for a summary of Limits and Fees.

8. Keeping your Guavapay Product(s) secure

When you receive your Personal Identification Number (PIN), you must keep it safe and secure, you must keep it secret at all times. You should memorise the PIN, destroying the notification and never disclose the PIN or security information to anyone. If you suspect that someone else knows your PIN, you should change it as soon as possible. You can change your PIN to something more memorable at most ATMs (Physical card) by following the on-screen instructions.

We recommend that you check the balance on your Guavapay Product(s) regularly online by logging into your account profile at www.vexel.com. Instructions of how to access your balance can be found by following this link www.support.vexel.com. We will provide you upon request with your balance and a statement of recent transactions either by electronic means or on our secure webpage at any time. Your statement will show:

- information relating to each transaction which will enable it to be identified;
- the amount of the transaction shown in the currency in which the transaction was paid and the currency the transaction was debited to the account;
- the amount of charges for the transaction;
- the date the transaction is authorised or posted on to the account.

If a Guavapay Product is lost or stolen, you may be liable for:

- all losses incurred in respect of a transaction made by us which was not authorised by you, if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out in this Clause 8 or you have not blocked your Debit Card and/or contacted us in a timely manner in accordance with Clause 9 below;
- i. where sub-clause 8 (i) does not apply, up to £35 of any losses incurred in respect of a transaction not authorised by you, where you have otherwise failed to comply with your obligations under this Clause 8.

9. Lost and stolen Guavapay Product(s) and unauthorised or incorrectly executed payments

In the event of a lost or stolen Guavapay Product(s) you can block it immediately via phone by calling

our 24/7 customer support number at +7 800 600 24 77. You may also contact us without undue delay to report the Guavapay Product(s) is lost or stolen or if the PIN or password is known to an unauthorised person or if you think that a transaction has been incorrectly executed by using the website <https://guavapay.com/> or by contacting us directly on support@vexel.com.

We will refund any incorrectly executed transaction immediately unless we have any reason to believe that the incident has been caused by a breach of this Agreement, gross negligence or we have reasonable grounds to suspect fraudulent activity, however you may bear the loss, up to £35 or euro equivalent in total, if the transaction results from the use of a lost or stolen Guavapay Product(s).

However, 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 Guavapay Product(s) or PIN secure), you will be liable for any loss we suffer because of the use of the Guavapay Product(s).

10. 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 Guavapay Product(s); or
- our compliance with legal and regulatory requirements;
- loss or corruption of 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;
- you or an additional cardholder or ring holder acting with:
 - i. undue delay;
 - ii. fraudulently; or
 - iii. gross negligence

11. Your Right to Redemption of funds and Refunding of transactions on Your Guavapay Product(s)

Redeeming the funds on your Guavapay Card

You have the right to redeem the funds on your Guavapay Card at any time in whole or in part, before the termination date (and thereafter only in full).

To do so, please contact customer support at +7 800 600 24 77 or support@vexel.com. We may also charge a redemption fee if one of the following circumstances applies:

- you are requesting redemption before termination or expiry of this Agreement;
- you cancel this Agreement before any agreed termination or expiry date; or
- you request redemption more than one year after the date of termination or expiry of this Agreement.

We will not redeem the value of the funds on your Guavapay Product(s) to you if your request for redemption of the funds is more than six years after the date of termination or expiry of this agreement.

Please see section 13 for a summary of Limits and Fees including redemption fees.

Refunding Transactions

You may be entitled to claim a refund in relation to transactions where:

- the transactions were not authorised under this Agreement;
- we are responsible for a transaction which was incorrectly executed and notified to us in accordance with section 10 above;
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected taking into account normal spending patterns on the Guavapay Product(s) or the circumstances of the transaction.

A claim for a refund in the circumstances set out above will not be accepted if the amount of the transaction was made available to you at least four weeks before the transaction date.

If you believe that a transaction has been incorrectly executed or was not authorised by you, you must inform us immediately by calling our 24/7 customer services phone number +7 800 600 24 77. Failure to notify us immediately on becoming aware or, in any event, within 13 months from the date of the unauthorised or incorrectly executed transaction will result in you losing your entitlement to have the matter corrected.

We will arrange an electronic transfer to a bank account nominated by you and held by you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request.

12. Changes to these Terms

We may change these terms at any time by notifying you by e-mail or other agreed means at least two months before the change is due to take effect. The up-to-date version of the Guavapay Debit Union Pay International Programme Terms and Conditions will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish immediately to terminate. In such circumstances we will refund any balance on the Guavapay card in accordance with section 10 above and you will not be charged a Refund Fee.

For transactions made outside of your Debit Card currency, we will charge a fixed currency conversion fee. Details of the fee for your product can be found in section 13. Limits and Fees. The rate used for conversion will be based on the Union Pay International conversion rate applicable at the time the transaction is processed. Details of Union Pay International conversion rates can be found at <https://www.unionpayintl.com/cardholderServ/serviceCenter/rate2language5en>. The way in which your transaction rate is calculated is the day when your transaction was authorised by you.

The exchange rate changes during the day and is not fixed by us and we are not responsible and cannot guarantee that you will receive a favourable exchange rate. Changes in exchange rates can occur immediately and without notice. You can compare the rate applied to your transaction with the rates published by the European Central Bank ("ECB") using this link: https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html.

13. Limits and Fees

We do not charge any fees for checking your online balance and transactions. The table below shows any limits (where applicable) and fees:

Fees

Administration Fees	EUR
Card issue and activation	100.00
Monthly Fee	5.00
Card renewal	100.00
Card cancellation / redemption	0
Card replacement	15.00
Load Fees	EUR
Bank Transfer (Guavapay account holders)	0
International Bank Deposit	15.00
Transactional Fees	EUR
UK Purchase Transaction	0
UK ATM Withdrawal	1.5% Min 3.00 Eur
Overseas Purchase Transaction	0
Overseas ATM Withdrawal	1.5% Min 3.00 Eur
Foreign Exchange Fees	EUR
Currency Conversion	2% on interbank rate

Limits

Loads & Transfers	Standard	Premium
	EUR	EUR
Maximum single load value		
Maximum daily load value	3,000.00	10,000.00
Maximum weekly load value		

Maximum monthly load value	35,000.00	
Maximum annual load value		1,000,000.00
Maximum daily number		
Maximum monthly number (30 days)		
Maximum card-to-card transfer		
Minimum single load value		

E-Commerce Purchase	EUR	EUR
Maximum single daily transaction value		
Maximum daily value	2,100.00	8,000.00
Maximum daily number		
Minimum single transaction value		
Maximum cumulative spend over 30 days (Monthly Transaction Limit)	8,400.00	32,000.00

E-Commerce Purchase (non authenticated)	EUR	EUR
Maximum single daily transaction value		
Maximum daily value	100,00	100,00
Maximum daily number		
Minimum single transaction value		
Maximum cumulative spend over 30 days (Monthly Transaction Limit)	300,00	300,00

Contactless payments without PIN	EUR	EUR
Maximum single daily transaction value	20,00	20,00
Maximum daily value		
Maximum daily number	5	
Maximum monthly number	30	
Maximum cumulative spend over 30 days (Monthly Transaction Limit)		

ATM Transactions	EUR	EUR
Maximum daily value	1,000.00	2,000.00
Maximum daily number		

Maximum monthly value	2,000.00	4,000.00
Maximum monthly number (30 days)		
Maximum single ATM transaction value		
Minimum single ATM transaction value		

Card validity before upgrade- in months	36
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When you use your Guavapay Physical Card at an ATM, you may also be subject to applicable fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association. If we decide to increase or impose any new fees, we will notify you by at least one month before any changes take effect by posting the change to our website. Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Guavapay card for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the retailer where the Guavapay Product(s) was presented; in this circumstance we may seek the Shortfall from the retailer.

You agree that once we make this Shortfall known to you, you will repay the Shortfall amount. We may charge the amount of the shortfall from any other Guavapay Product(s) or Payment Accounts that you hold with us, to any other payment method which you may designate at that time, or against any funds which you may subsequently load onto your Guavapay card or on any additional Guavapay Product(s) ordered by you. Until we are reimbursed the Shortfall amount, we may suspend your Guavapay account and any Guavapay Product(s) connected to you. In addition, we reserve the right to charge you an Administration Fee for each transaction that you make using your Guavapay Product(s) that results in a Shortfall or increases the Shortfall amount on your Guavapay card.

14. Your Details

You must let us know as soon as possible if you change name, address, phone number or e-mail address. If we contact you in relation to your Guavapay Product(s), for example, to notify you that we have cancelled your Guavapay Product(s) or to send you a refund by cheque, we will use the most recent contact details you have provided to us. Any e-mail to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

15. Data Protection

In purchasing the Guavapay Product(s) on the Website and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy is set out on our Website and accessible following this link <https://guavapay.com/privacy-policy?language=en>. It includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you don't want to receive any marketing materials from us.

16. Disputes with Retailers

If you have any disputes about purchases made using your Guavapay Product(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 Guavapay Product(s). Please

note that once you have used your Guavapay Product(s) to make a purchase we cannot stop that transaction.

17. Communication

If you have an enquiry relating to the Guavapay Debit Union Pay International programme or Guavapay Product(s), you can email us at support@vexel.com. We will deal with your enquiry promptly. If your Guavapay Product(s) has been lost or stolen, call us our 24/7 customer support number +7 800 600 24 77. Calls are charged at your local call rate.

18. Complaints

The Guavapay Debit Union Pay International programme is issued by Guavapay Limited. If you are unhappy in any way with your Guavapay Product(s) or the way it is managed, you can request a copy of our complaint policy by emailing us at compliance@vexel.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.

19. Compensation

The Guavapay Debit Union Pay International Programme is an electronic money product is a product regulated by the Financial Conduct Authority. No compensation scheme exists to cover losses claimed in connection with the Guavapay Debit Union Pay International Programme. This means that in the unlikely event that Guavapay Ltd becomes insolvent, your funds may become valueless and unusable and as a result you may lose your money.

The Guavapay Debit Union Pay International Programme is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by any Financial Services Compensation Scheme. No compensation scheme exists to cover losses claimed in connection with the Guavapay Debit Union Pay International Programme. This means that in the unlikely event that Guavapay Limited becomes insolvent, your funds may become valueless and unusable and as a result you may lose your money.

20. 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.

21. Transfer to a new Debit Product

We may transfer your unused balance to a new Debit Reloadable Product provided by a Debit Product issuer other than Guavapay Limited at any time. Before we do this, we will give you two months' notice of the new Debit Reloadable Product arrangements and the new Debit Reloadable Product terms and conditions. Unless you advise us within the two-month period that you do not want a new Debit Reloadable Product from the new Debit Reloadable Product issuer, you agree that we can automatically transfer the unused balance on your Guavapay Debit Union Pay International Programme to a new Debit Reloadable Product provided by the new Debit Reloadable Product issuer.

22. 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.

23. Fund Protection

As a responsible e-money issuer Guavapay Limited ensures that once it has received your funds they are deposited in a secure account, specifically for the purpose of redeeming transactions made by your Guavapay Product(s). In the event that Guavapay Limited becomes insolvent, funds that you have loaded which have arrived with and been deposited by Guavapay Limited are protected against the claims made by creditors.

25. Guavapay Debit Union Pay International programme issuer

The Guavapay Debit Union Pay International programme is issued by Guavapay Limited pursuant to a license by Union Pay 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 Debit Union Pay International programme is operated by Guavapay, 30 Moorgate London EC2R 6DA, England Company number 10601900.