



## Naga Pay Account Terms & Conditions

These Terms & Conditions apply to your Naga Pay account and Visa debit card issued hereunder. Please read them carefully. You can download a copy of these Terms & Conditions at any time from our website available [here](#).

The Naga Pay account and Visa debit card is an e-money service provided by Contis Financial Services Ltd. Naga Pay UK LTD may transfer funds from a Naga Pay you hold directly with them to cover the value of transactions you make using your Visa debit card.

In these Terms & Conditions:

“**App**” means the mobile application where you can access your Naga Pay account, services and information via your mobile phone.

“**Business Day**” means any day other than a Saturday, Sunday or bank or other public holiday in England.

“**Customer Services**” means Naga Pay UK LTD providing you with assistance and advice in relation to your products and services.

“**Naga Pay**” means, Naga Pay UK LTD, a third party who has been appointed as the distributor to provide the account and card to you on behalf of Contis Financial Services Limited.

“**Solaris**” means the brand name for the regulated entity Contis Financial Services Ltd, which is part of the Solaris Group and refers to any company within the group.

“**You**” means the named account holder being the authorised user of the Naga Pay account and Visa debit card.

“**We**”, “**us**” or “**our**” means Contis Financial Services Limited or the Naga Pay acting on behalf and on the instruction of Contis Financial Services Limited.

In these Terms & Conditions, “**money**” refers to e-money. When you receive a payment or add funds to your Naga Pay Account or Card(s), we deposit your funds in a safeguarding account, and add the equivalent value of e-money to your Naga Pay Account or Card(s). Funds in the safeguarding account are not used or lent to any other person by us. If you make a payment or transfer e-money from your Naga Pay Account or Card(s) to another Naga Pay Account, we remove the e-money from your Naga Pay Account or Card(s) and add the e-money to the recipient Naga Pay Account. If you make a payment or transfer e-money to a non-Naga Pay Account, we remove the e-money from your Naga Pay Account or Card(s) and transfer the equivalent value of funds from the safeguarding account to the recipient.

If you have any questions you can contact Customer Services by:

- Telephone: +44 (0)2045380501 (standard geographic rates apply);
- Email: [support@nagapay.com](mailto:support@nagapay.com);
- Mobile App: click on Contact Us in your App and send us a message; or
- Post: Level 18, 40 Bank Street, Canary Wharf, London, England, E14 5NR

Your Naga Pay account and Visa debit card is issued by Contis Financial Services Limited, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL, who is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (registered number 900025) as an e-money issuer.

### 1. What is a Naga Pay account and card?

A Naga Pay Account is an electronic money account from which you can make and receive payments. You can use your account to make transfers to other accounts and make direct debit payments.

A Naga Pay card is a Visa debit card that can be used worldwide wherever Visa is accepted. It can be used online, in shops, over the telephone or to withdraw cash from an ATM.

You can only spend money that you have paid into your account, so before making transfers or using your card you need to make sure there are enough funds in the Naga Pay account. Monies in the Naga Pay account are not bank deposits and do not earn interest.

### 2. Who can apply for a Naga Pay account and card?

You must be at least 18 years old and a UK resident to be issued with a Naga Pay account and card. You must provide an email address and mobile phone number to open an account so that we can communicate with you.

### 3. How can I apply for the Naga Pay account?

You can apply on the Naga Pay website [<https://pay.naga.com>] or through the App.

Before Solaris can open an account for you and issue you with a card, Solaris require evidence of your identity and may require evidence of your residential address. You may need to provide Naga Pay with documents such as passport, driving licence, national identity documents, utility bills, bank statements or other documents to confirm your identity. We will also need to carry out checks on you electronically.

#### 4. How do I get started?

By logging into your Naga Pay Account, you are agreeing to these Terms & Conditions.

If you receive a card in the post you must sign the signature strip on the back.

You will then need to activate your card. You can do this by following the activation steps provided on the card carrier.

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN by calling Customer Services when you activate your card, through your online account or app.

Your account and card must be used within 3 months of it being issued or it may be automatically cancelled, and your account may be closed.

#### 5. What if I want to change my Personal Identification Number (PIN)?

If you want to change your PIN, you can do so at any ATM with PIN management functionality, locate ATMs with the "PIN change" attribute at <https://www.visa.com/atmlocator>. You can get a reminder of your PIN through your App, Account Portal, or by calling Customer Services.

#### 6. How do I add funds to the Naga Pay account?

You may pay into your account via the Naga Pay App, by transfer from a payment account, by cash at selected retail outlets, transfers from a card or merchant and any other method notified in your App from time to time. The time taken to credit funds to your account will depend on the method of deposit used. When the payment institution sending the transfer has been credited to Solaris, these funds will be applied to your Naga Pay Account on the same Business Day. You should not pay into your account by a balance transfer from a credit card.

You may only pay in funds up to your maximum account balance, see the Fees and Limits table (section 35). If you send funds to your account above your maximum balance these funds may be held in review and then returned to the sending payment institution.

A fee may apply for each payment into your account through a PayPoint retailer, please refer to the Fees and Limits table (section 35). Certain minimum and maximum limits and usage requirements apply to your account and card; such limits and requirements are detailed in the Fees and Limits table (section 35). We may also apply additional incoming transfers limits for the purpose of preventing financial crime. We reserve the right to refuse to accept any payment if we suspect any fraudulent or financial crime activity or in the event of other exceptional circumstances.

As soon as we receive the funds that you have paid in, they will be on your Naga Pay Account and ready to use. There may be occasions when the funds reaching your Naga Pay Account are delayed for up to three working days, this may happen when due to a requirement to confirm the transaction with the sending payment institution. We may also delay or suspend funds reaching your account if we suspect any fraudulent or financial crime activity.

Where an overpayment has been made to your account in error, we reserve the right to debit the account with the excess amount to correct the payment transaction.

You are responsible for ensuring there are enough funds in your available balance for us to authorise your transactions or to pay any future payments or direct debits you have set up.

#### 7. What transactions can I make?

You can make the following transactions from your Naga Pay account:

- **Faster Payment to a UK bank account** you can send a faster payment to another person or business using their sort code and account number, you can check if a sort code accepts faster payments at <http://www.fasterpayments.org.uk/consumers/sort-code-checker>. You should make sure that the sort code and account number are correct before you submit the transaction. Faster payments can be sent on the day you authorise the transaction, for a date in the future that you specify or as a regular payment at the dates and frequency you choose. Same day faster payments will ordinarily be available at the receiving account within two hours of being submitted;
- **International transactions** you can send an international payment to another person or business within an accepted country. The beneficiary payment institution must be able to receive GBP deposits and be able to credit your payees account in the requested currency. We require full details of the payee account and beneficiary payment institution. All payments will be deemed to have been received by us on the following Business Day. All instructions will ordinarily be available at the receiving account within 1-3 Business Days. There may be occasions where the receiving payment institution cannot process the transfer, should this occur, the balance will be returned to your account.
- **Direct Debits** an instruction you set up with the organisation you are paying. It authorises the organisation to collect the same payment amount or varying payment amounts from your account if you've been given advanced notice of the amounts and dates of collection. Once you have agreed those, the money is deducted automatically.
- **Transfer to another Naga Pay account holder** you may search for an account holder using their mobile phone number, email address or username and then specify the amount of the transfer.

An account transaction is authorised by you when you access your online account using your personal security details and submit a faster payment or transaction request or where you have set up a Direct Debit instruction. You must ensure that you input the correct payment institution details for any payment you request from your account.

A transaction is authorised by you when you access your Naga Pay account using your personal security details and submit a payment or transfer request.

You can use your Naga Pay card to authorise the following transactions to merchants that accept Visa debit card payments:

Effective from March 2024

- **Chip and PIN card payments** by inserting your Naga Pay card in the terminal and inputting your PIN;
- **Magnetic Stripe card payments** to any merchant that cannot accept Chip and PIN cards by signing the sales voucher;
- **Contactless card payments** by tapping the Naga Pay card over the contactless card reader and inputting your PIN, where requested;
- **Internet card payments** to online merchants by providing the Naga Pay card details and any other security details such as your secure code credentials as requested by the online merchant;
- **Mail order or telephone order card payments** to merchants by providing the Naga Pay card details as requested by the merchant;
- **ATM cash withdrawals** at ATMs displaying the Visa logo, by inserting or tapping your Naga Pay card at the ATM, inputting your PIN and following the instructions at the ATM;
- **E-wallet payments** by adding your card to the Samsung Pay, Google Pay or Apple Pay (when available) wallets in your mobile phone and tapping your mobile phone over the contactless card reader or checking the e-wallet option online. To activate this product, you will sign up to additional terms and conditions as part of this process. You authorise the e-wallet transaction using your mobile phone security protocol which may include biometric information such as fingerprint or face ID on your mobile phone.

Like other payment cards, we cannot guarantee a third party or ATM will accept your card. Note that some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to authorise a transaction or make account amendments. One-time passcodes will be sent to the mobile phone number registered to your account.

As soon as a transaction is authorised Solaris will deduct the value of your transaction from the available balance on your account. You may have an agreement with Naga Pay to transfer funds from a wallet name you hold directly with them to cover the value of the transaction. If Naga Pay is unable to transfer the funds for the transaction to your account, Solaris will be unable to authorise the transaction. Fees are listed in the Fees and Limits table (section 35) and may be deducted at the time of authorisation or when the transaction has been confirmed through the Visa system. A full breakdown of each transaction, including fees, will be available to view on your App. Where a transaction is credited from the Visa system, for example, a refund to your card, you agree for the Naga Pay to automatically transfer those funds to a Naga Pay wallet you directly hold with them.

Once we have received a settlement request for a transaction we will transfer funds to the retailer within 3 days, or to a payment institution on the day we receive the authorisation or the day you requested the payment to be made for future dated transactions. A transaction will be received as follows:

- for Naga Pay card transactions, at the time we receive the transaction instruction from the retailer or ATM operator; and
- for faster payment transactions or transfers to Naga Pay account holders at the time you ask us to complete the transaction. Same day faster payments will ordinarily be available at the receiving account within two hours of being submitted.

## 8. Can I cancel a transaction?

Generally, authorisation for a transaction may not be withdrawn by you. You may be able to withdraw your authorisation where you have authorised a transaction which will take place on a future date. However, where a specific date is agreed, you may not revoke a payment order after the end of the Business Day preceding the agreed date on which the transaction will occur.

You can cancel a Direct Debit mandate or standing order at any time by contacting Customer Services. You can also manage cancellations online through your App. If you want to make sure that no further payments are made under a Direct Debit you should be cancelled three Business Days before the day on which the next payment is due to be made. You must also contact the originator of the Direct Debit. You cannot normally cancel a single payment which is due to be made under a continuing Direct Debit unless you dispute the amount or date of a payment advised to you in an advance notice issued under the terms of a variable Direct Debit authority. In any other circumstances the whole Direct Debit authority must be cancelled.

To withdraw your authorisation of a Visa debit card continuous payment authority, you must notify the retailer before the close of business on the Business Day before the day on which the transaction was due to take place and provide us with a copy of the notice if requested.

We may charge you an Administration Fee if a transaction is revoked by you under this paragraph (see the Fees and Limits table (section 35)).

## 9. Can I pay for things in a foreign currency?

Your card is denominated in British Pounds Sterling. If you make a purchase or an ATM withdrawal in any other currency, we will convert the sum into pounds sterling using the exchange rate set by Visa on the day they process the transaction, this may differ from the actual date of the transaction.

An international card transaction fee will apply to each of these transactions (see the Fees and Limits table (section 35)).

Any changes to the exchange rate used to convert foreign transactions will be made immediately. You can find the exchange rate for a transaction made in a currency other than pounds sterling on a given date and how that compares to the European Central Bank Rates at: <https://www.visaeurope.com/making-payments/exchange-rates>.

## 10. Is there anything I can't buy with my Naga Pay card?

You may not use your card for illegal purposes.

It also cannot be used for a limited number of specified transactions. Please see Naga Pay website for details.

## 11. How can I check my Naga Pay account?

You can check your account by accessing it securely through your. Your statement will show:

- information on the payee of each transaction and a reference enabling you to identify each payment transaction;
- the amount of the transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of fees for the transaction;
- the exchange rate used in the payment transaction (where applicable);
- the difference between the exchange rate applied and the European Central Bank rates if used within a European country that does not use euros; and
- the date the transaction is authorised or posted on to the account.

This information is accessible at all times via your App, is available free of charge, and can be stored and reproduced as necessary. Paper statements are available on request and are subject to a fee, see the Fees and Limits table in section 35.

You may, in addition, be required to enter a one-time passcode or other security information including, if available and you opt for this type of identification, biometric information to access your account. One-time passcodes will be sent to the mobile phone number registered to your account.

## 12. How long will the Naga Pay card last?

Your card will be valid for 3 years. You will not be able to use your card after its expiry date. This agreement shall terminate when your card is cancelled or expires and is not replaced.

## 13. Does the Naga Pay account and card have spending limits?

You can only spend the money that is paid into your account. Limits also apply to daily transfer amount, ATM withdrawals, and other limits may be applied to the amount of spend and the number of transactions you can perform for the purpose of preventing financial crime. We reserve the right to refuse transactions if we suspect any fraudulent or financial crime activity. See the Fees and Limits table (section 35) and your App further details.

You may contact Customer Services to enquire about other products, should the limits on your account not be suitable.

If, for any reason, a transaction is completed when there are insufficient funds in your account then you will have to reimburse the shortfall to Solaris, unless it is due to an error by the retailer with whom you made the transaction.

Solaris may collect this shortfall from any account you have with Solaris or Naga Pay and from any funds which you subsequently pay into such account(s). We may suspend your account and card(s) until the negative balance is restored and charge you an Administration Fee, see the Fees and Limits table (section 35) for transactions that you make that results in a negative balance or increases the negative balance on your account.

## 14. What if I have been overcharged or charged for transactions I didn't make or have a dispute about a transaction?

If you dispute a transaction that has been processed on your account, you should contact the merchant first as this may lead to the quickest resolution. If the dispute cannot be resolved with the merchant or you dispute any other account transaction you should contact us without undue delay and in any event within 13 months on becoming aware of any unauthorised or incorrectly executed payment transaction.

Where you have informed us that an executed payment was not authorised by you in accordance with these Terms and Conditions, and you have taken all reasonable steps to keep safe personalised security information, including your account and card details, not disclosed your PIN or security information to anyone else and not acted fraudulently, with intent to disclose Security Credentials or with gross negligence, we will:

- a) refund the amount of the unauthorised payment to you; and
- b) restore the debited payment account to the state it would have been in had the unauthorised payment not taken place.

The refunded amount or restored balance will be completed as soon practicable and, in any event, no later than the end of the Business Day following the day on which it becomes aware of the unauthorised transaction.

Beyond this, we will have no further liability to you in respect of such authorised transactions. Where payee details provided by you are incorrect, we are not liable for non-execution or defective execution of the payment transaction, but we will make reasonable efforts to recover the funds involved in the payment transaction and notify you of the outcome.

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

- the transaction was not authorised under these Terms and Conditions;
- we are responsible for a transaction which we fail to execute or incorrectly execute. In these circumstances, we will refund to you the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. We will also refund to you: (a) any direct charges for which you are responsible; and (b) any interest which you must pay, as a consequence of the non-execution or defective execution of the payment transaction; or
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged is more than could reasonably be expected, taking into account previous spending patterns on the account and the circumstances of the transaction. We will either refund the full amount of the payment transaction; or provide justification for refusing to refund the payment transaction. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving a request for a refund or, where applicable, within 10 Business Days of receiving any further information requested. A claim for a refund in these circumstances will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after the date on which the funds were debited from your account.

If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms contained above and in section 17.

#### **15. What about security?**

You must keep your account, card and security credentials safe and not let anyone else know or use them. You must keep your security information secret at all times; never disclose your PIN or security information to anyone and do not store details of your PIN with your card. Security information includes your login and password details used to access your account or any other website where your card or account details are stored. We also recommend that you check the balance on your account regularly on the App or by contacting Customer Services.

#### **16. What if my Naga Pay card is lost or stolen or my account details are compromised?**

If you lose your card or it is stolen, or you suspect that someone else has found out your PIN or security information or accessed your account without your permission, you must tell Customer Services without undue delay by telephone or logging onto your App or Account Portal. Your card will be cancelled immediately, and your account may be blocked. Solaris run a dedicated line for lost or stolen cards; the number is +44 (0)333 202 3645 and calls are charged at the standard geographical rate. If, after reporting a lost card, you subsequently find the card you must not use it. Cut it in half through the signature box, magnetic strip and chip.

If you ask Customer Services to do so and provided that you provide information and assistance that we request from you, we will investigate any disputed transaction or misuse of your card or account.

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 account, card, security information or PIN secure or by failing to notify Customer Services without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the card or account), then Solaris will not refund the transaction amount and you will be fully liable for all losses incurred because of the unauthorised use of the card or account.

If the investigations show that you have not acted fraudulently with intent or with gross negligence, your maximum loss or liability to us for any unauthorised transaction will be limited to £35 and we will process a refund as soon as practicable, and in any event no later than the end of the Business Day following the day after Customer Services receives your notification.

#### **17. Will you ever block a transaction without me asking?**

We may refuse to pay a transaction or honour a Direct Debit:

- if we are concerned about the security of your card or account or we suspect your card or account is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not paid into your account at the time of a transaction to cover the amount of the transaction and any applicable fees;
- if there is negative balance on your account;
- if we have reasonable grounds to believe that you are not using the card or account in accordance with these Terms & Conditions;
- 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 refusal to process a transaction by merchants, payment processors or payment schemes such as Visa, Faster Payments or BACS.

If we refuse a transaction, we will tell you why immediately by contacting you through the email you have provided or via the App or Account Portal, if we can, unless it would be unlawful for us to do so. You may correct any information Solaris holds and which may have caused the refusal of a transaction by contacting Customer Services.

#### **18. Can I cancel my Naga Pay account and card?**

You have a legal right to cancel your account and card up to 14 days from the date your account is opened without incurring any penalty and we will refund any card issue fees. We may charge you a Card Cancellation Fee if we have already incurred costs by ordering a card in your name. You can also cancel your account and card any time after the 14-day period subject to a Redemption Fee (the Fees and Limits table (section 35) by contacting Customer Services. You should cut your cancelled card in half through the signature box, magnetic strip and chip.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and charges paid in advance will be reimbursed proportionally. 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 account before the account is cancelled or the card expires.

#### **19. Could my Naga Pay account be cancelled?**

Solaris may cancel your account and this agreement by giving you at least two months' notice. You should ensure any remaining funds on your account or card are spent or withdraw within this notice period.

Reasons for cancellation may include:

- if this agreement expires;
- if your card expires and is not replaced;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives; or
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card.

Solaris may also cancel your account immediately if we:

- suspect unauthorised or fraudulent use of your card or account;
- have any other security concerns including those related to the security of the account or card; or

- need to do so to comply with the law.

We may also deny access to your card and/or account where we consider it to be at risk of money laundering or terrorism financing, fraud or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so except where restricted by law.

In the circumstances where funds may be returned, you must tell us what you want us to do with any unused funds, see section 21 for further details.

Where Solaris deem the funds to be derived from the proceeds of crime, the funds may be moved out of the account without your additional authorisation.

## **20. Can I get money back once I have put it on?**

You can clear the balance on your account through spending, ATM withdrawals, or by making transfers to other payment accounts in British Pound Sterling. See the Fees & Limits table (section 35) for the fees that would apply.

Alternatively, you may request a refund of the funds on your account by contacting Customer Services and confirming that your card has been destroyed by cutting it up. We will transfer your funds back to you at no cost to you, unless:

- 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.

If one of these situations does apply then we will charge a Redemption Fee (see the Fees and Limits table (section 35)).

We will not redeem the value of the funds on your account 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.

All funds will be returned to a payment account of your choice in British Pounds Sterling. We reserve the right to see proof of your ownership of the payment account before transferring funds to it. To enable Solaris to comply with its legal obligations, we may ask you to provide us with certain information such as identification documents before we can process your refund request.

Please also refer to section 27 below for the circumstances in which we do not give you a refund.

## **21. Is money on my Naga Pay account protected like my bank account?**

The account and associated card are electronic money products and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the account and associated card. Solaris will however ensure that any funds received by you are held in a segregated account so that should Solaris become insolvent your funds will be protected against claims made by its creditors.

## **22. What if I have a complaint?**

If you are unhappy in any way with your card and account or the way it is managed, you can contact Customer Services so that an investigation into the circumstances can be conducted. Any complaints you have will be dealt with quickly and fairly.

Customer Services will address all points of the complaint in writing by post, or a downloadable letter attached to an email. A response will be provided within 15 Business Days upon receiving the complaint. If a full response cannot be provided within these timeframes, a holding reply will be sent which shall detail the reason for the delay, with a full response within 35 Business Days.

If your complaint is not resolved to your satisfaction you may contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Telephone: +44 (0)800 023 4 567 from landlines, +44 (0)300 123 9 123 from mobile phones or +44 (0)20 7964 0500 for calls from outside the UK and e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## **23. What if I change my details?**

You must let Customer Services know as soon as possible if you change name, address, telephone number, mobile number or e-mail address. If we contact you in relation to your account we will use the most recent contact details you have provided to us. Any e-mail or SMS text message sent 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.

## **24. What will happen to my personal information?**

Solaris is the controller of your personal data which is used in order to open, administer and run your account and provide payment services to you. By agreeing to these Terms and Conditions you hereby consent to Solaris accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you or otherwise to fulfil this agreement. For further information about how Solaris will process your personal data, please view our Privacy Policy at <https://solarisgroup.co.uk/downloads/Privacy-Policy-General.pdf>. You may withdraw your consent to the processing of this data by closing your account and cancelling the card.

## **25. Will these Terms & Conditions ever change?**

Solaris may change these Terms & Conditions by notifying you by e-mail or other agreed means at least two months' notice before the change is due to happen. Where the change is not detrimental to you it will take effect immediately. Solaris will assume that you agree with the change. If you do not agree with the change, you must tell Customer Services before the change happens and your account will be cancelled immediately. If you cancel your account in this way, then any balance on the account will be returned to you and you will not be charged a Redemption Fee.

An up-to-date version of the account Terms & Conditions, as well as any notices of future changes will always be available via the Naga Pay website, App. You should check the Naga Pay website or App regularly for such notices and changes.

## **26. When may use of the Naga Pay card and account be interrupted?**

From time to time, your ability to use your card or account may be interrupted, e.g. when we carry out systems maintenance. If this happens, you may be unable make a payment transaction or access your Naga Pay account, services and information.

In addition, like other payment accounts and cards, we cannot guarantee a merchant will accept your card, or that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, to comply with legal and regulatory requirements, or because we have suspended, restricted or cancelled your account or refused to replace it in accordance with these Terms & Conditions.

## **27. What is Solaris' responsibility?**

If Solaris incorrectly deducts funds from your account, they will be refunded. If Solaris subsequently establishes that the refunded amount you claimed was incorrect had in fact been correctly deducted, your available balance may be deducted, and you may be charged a fee. If you do not have sufficient available balance, you must repay us the amount immediately on demand.

If unauthorised transactions occur after you have notified Customer Services of the loss, theft, compromise or unauthorised use of your card or account, and you have not acted fraudulently or in breach of these Terms and Conditions, then Solaris will be liable.

Solaris will not be liable:

- in any event that a merchant refuses to accept your card;
- for any interruption, disruption or impairment of our service or any third-party services on which we rely for the performance of our obligations hereunder;
- for refusing to authorise a transaction;
- for cancelling or suspending use of your card or account;
- for any loss arising from your inability to use your card or access your account due to interruptions;
- for any direct, consequential, indirect, exemplary, punitive, special, incidental or reliance loss or damage you may suffer including loss of revenue, loss of reputation, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your Naga Pay Account and/or Card(s), App or the use of your Naga Pay Account and/or Card(s) by any third party (unless otherwise required by law);
- for the quality, safety, legality or any other aspect of any goods or services purchased with your account or card; and
- any abnormal and unforeseeable circumstances beyond our control, however so caused and permitted under Applicable Law.

We are not responsible for lost, late or undelivered text messages, notifications, or communications. We accept no responsibility for any technical, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, internet, website or other access issue which may hinder your ability to access the services.

Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

## **28. When can I be charged (other than the fees in section 35)?**

We may charge you for any reasonable costs that we incur in taking action to stop you using your card or account and to recover any monies owed as a result of your activities if you:

- use your card or account fraudulently;
- do not use your card or account in accordance with these Terms & Conditions; or
- have been grossly negligent, for example by failing to keep your account details, card, or PIN secure or by failing to notify us without delay after your account or card is lost, stolen, or after your account has been used by someone else or where your account has been compromised.

In these circumstances you will not be refunded, and we reserve the right to charge you for any reasonable costs that are incurred in taking action to stop you using your account and to recover any monies owed as a result of your activities.

If you have used your card and account in accordance with these Terms & Conditions, your maximum liability for any unauthorised transaction resulting from a failure to keep your personalised security features safe or the use of a lost or stolen card before you notify Customer Services will be £35.

At our discretion, you will be charged an Administration Fee if we have to manually intervene to complete a payment or rectify an error on the account caused by an error or omission on your part.

## **29. Am I permitted to give access to third party providers?**

You may allow regulated Third-Party Providers ("TPPs") (including Account Information Service Providers ("AISPs") and Payment Initiation Service Providers ("PISPs")) access to your online account; either to make payments, obtain account balances or obtain information on previous transactions.

Before giving consent to a TPP, you should:

- a) ensure that the TPP is authorised and holds the correct regulatory permissions;
- b) check what level of access you are consenting to, how your account will be used and the extent to which your data will be shared with third parties; and
- c) familiarise yourself with your obligations and rights under the TPP agreement, in particular your right to withdraw consent to access your account.

Solaris may refuse to allow a TPP access to your account where there is a concern about fraudulent or unauthorised access.

Solaris are not party to, or responsible for, any agreements between you and a TPP. Subject to any rights to refund you may have under these Terms and Conditions, Solaris shall have no liability for:

- a) any loss whatsoever, as a result of using a TPP and entering into a TPP agreement; and
- b) any actions that the TPP takes in relation to suspending or terminating your use of their service or for any resulting losses.

### 30. Can I assign my rights or obligations under these Terms and Conditions?

You may not transfer or assign any rights or obligations you may have under these Terms & Conditions to any other person without our prior written consent. Solaris may assign the benefit of these Terms & Conditions to any other person at any time on giving you two months prior notice of this. If Solaris does this, your rights will not be affected.

### 31. Governing law

This Agreement is concluded in English. All communications with you will be in English. These Terms & Conditions will be construed in accordance with English law and the exclusive jurisdiction of the English courts.

### 32. What are the different plans that Naga Pay provides?

Naga Pay provides three plans: the Basic Account Plan, Gold Trader+ Plan and Premium Account Plan. The different fees relating to these plans are set out in section 35.

### 33. How do I pay for my Premium Account Plan subscription?

You can pay your service fee in monthly instalments or pay the full amount once a year. If you do not pay the service fee within 30 days of it becoming due, we may cancel your subscription and return your account to a basic account plan.

### 34. Upgrading and downgrading between plans

You can upgrade between plans at any time from within the App. The monthly or annual service fee of your new plan will be deducted from your account upon upgrade.

You can end your Premium Account Plan at any time (downgrade) from within your App. Your new plan will become effective upon expiry of the subscription period of your current plan. You will continue to receive all benefits associated with your current plan until your new plan become effective.

### 35. What are the fees and limits?

NAGA Pay fees depend on your Account Plan. Full analysis of our fees and limits can be found below. We reserve the right to amend our Fees and Limits with a prior notice of 2 months.

| Limits   | Value         |                     |                      |                      | Comments  |
|--|---------------|---------------------|----------------------|----------------------|---|
|  | Basic Account | Premium Pay Monthly | Premium Pay Annually | Premium Gold Trader+ |   |
| Maximum daily payment in                         | £10,000       | £10,000             | £10,000              | £10,000              |   |
| Maximum daily payment out                        | £10,000       | £10,000             | £10,000              | £10,000              |   |
| Maximum daily ATM withdrawal                     | £250          | £500                | £500                 | £500                 |   |
| Maximum daily POS and ecommerce withdrawal limit | £7,250        | £7,000              | £7,000               | £7,000               |   |
| Maximum balance                                  | £25,000       | £25,000             | £25,000              | £25,000              |   |
| PayPoint load                                    | £249          | £249                | £249                 | £249                 | Maximum of 2 transactions per day, with a total daily limit of £249 |

| Fees and Charges                  | Value         |                     |                      |                      | Comments, including when the fee is taken   |
|-----------------------------------|---------------|---------------------|----------------------|----------------------|---|
|                                   | Basic Account | Premium Pay Monthly | Premium Pay Annually | Premium Gold Trader+ |   |
| Card Fee                          | £9.99         | Free                | Free                 | Free                 | Card fee for the first card issued on the account. Cards are delivered within 10 working days. The fee is taken when the card is issued.  |
| Re-issuance of a lost/stolen card | £10.00        | £10.00              | £10.00               | £10.00               | Free replacement for expired cards. This fee is for lost/stolen/damaged replacement. The fee is taken on date of replacement card request |
| Monthly Service Fee               | Free          | £5.99               | -                    | Free                 | The fee is taken when the plan has been activated, and monthly thereafter.  |
| Yearly Service Fee                | Free          | -                   | £59.99               | Free                 | The fee is taken when the plan has been activated, and annually thereafter.   |



|  |                                       |                                       |                                       |                                       |   |
|--|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|
| <b>Visa card payment in Pounds Sterling</b>                    | Free                                  | Free                                  | Free                                  | Free                                  |   |
| <b>Visa card payment in the SEPA region</b>                    | £0.50 + 1% of the transaction value   | £0.50 + 1% of the transaction value   | £0.50 + 1% of the transaction value   | £0.50 + 1% of the transaction value   | Any transaction in a foreign currency will be converted into Pounds Sterling. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website. The fee is taken at authorisation. |
| <b>Visa card payment outside of the UK and the SEPA region</b> | +2% of the transaction value          | +2% of the transaction value          | +2% of the transaction value          | +2% of the transaction value          | Any transaction in a foreign currency will be converted into Pounds Sterling. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website. The fee is taken at authorisation. |
| <b>Visa card payment decline fee</b>                           | Free                                  | Free                                  | Free                                  | Free                                  |   |
| <b>ATM Withdrawals in Pounds Sterling in the UK*</b>           | +2.5% of the transaction value        | +2.5% of the transaction value        | +2.5% of the transaction value        | +2.5% of the transaction value        | The fee is taken at authorisation   |
| <b>ATM Withdrawals outside of the UK*</b>                      | +2.5% of the transaction value        | +2.5% of the transaction value        | +2.5% of the transaction value        | +2.5% of the transaction value        | Any transaction in a foreign currency will be converted into Pounds Sterling. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website. The fee is taken at authorisation  |
| <b>Number of free ATM withdrawals per month</b>                | 1                                     | 3                                     | 3                                     | 3                                     |   |
| <b>Declined ATM Transaction Fee</b>                            | Free                                  | Free                                  | Free                                  | Free                                  |   |
| <b>ATM Balance Enquiry</b>                                     | Free                                  | Free                                  | Free                                  | Free                                  |   |
| <b>Change PIN at ATM</b>                                       | £0.50                                 | £0.50                                 | £0.50                                 | £0.50                                 | Fee to change your card PIN at an ATM. The fee is taken at the time of the PIN change request.  |
| <b>PayPoint Loads</b>  | £0.50 + 2.5% of the transaction value | £0.50 + 2.5% of the transaction value | £0.50 + 2.5% of the transaction value | £0.50 + 2.5% of the transaction value | The fee is taken when the load is posted to the account.  |
| <b>Payment transfer in</b>                                     | £0.20                                 | Free                                  | Free                                  | Free                                  | Add funds to your payment account. The fee is taken on receipt of the payment   |
| <b>Faster Payment out</b>                                      | £0.25                                 | £0.25                                 | £0.25                                 | £0.25                                 | Transfer money to a UK Bank account. The fee is taken when the payment is posted to the account.  |
| <b>International transfer out</b>                              | Free                                  | Free                                  | Free                                  | Free                                  | Transfer money to a foreign bank account within 1-3 working days. Funds are transferred in GBP, any currency conversion will be conducted by the receiving institution.   |
| <b>Redemption fee on account closure</b>                       | £3.00                                 | £3.00                                 | £3.00                                 | £3.00                                 | When you request a funds transfer on closing of the account. The fee is taken on account closure.   |
| <b>Administration / payment operations support</b>             | £20.00                                | £20.00                                | £20.00                                | £20.00                                | Administration fee for instigating a chargeback on request of the Cardholder, transaction revocation, manually rectifying Cardholder errors or investigating shortfalls.  |
| <b>Postal statement (62 days)</b>                              | £5.00                                 | £5.00                                 | £5.00                                 | £5.00                                 | You must request a paper statement by contacting Customer Services. The fee is taken upon postage of the statement  |

\* some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

Your Visa **Naga Pay card and account** is issued by Contis Financial Services Ltd who is authorised by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900025) and is a member of Visa. Registered head office is Navigation House, Belmont Wharf, Skipton, North Yorkshire, United Kingdom BD23 1RL.

Please note that **Naga Pay** Visa card and account is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. We ensure that any funds received by you are held in a segregated account so that in the unlikely event that Contis Financial Services Ltd becomes insolvent your funds will be protected against claims made by creditors.