Card Terms and Conditions

Introduction

1. About these Card Terms and Conditions

1.1. These Card Terms and Conditions (Card T&C) and applicable Card Fees and Charges (Card F&C) constitute the Agreement between Customer, Unlimit EU Ltd (referred to as The Company) for provision of Card and Card Account service (Card Services) and related matters.

1.2. Card T&C are supplemented by the GTCs (General Terms and Conditions) of The Company, and shall be read in conjunction with the terms and conditions of the Current Account, applicable fees and charges lists, as well as other supplementary agreements and/or terms and documents, and procedures of The Company which apply to the business relationship and provision of services by The Company to Customer, of which the Card T&C shall form an inseparable part.

1.3. Card Accounts may be opened by Customers who are: (i) an Individual Customer; (ii) a Corporate Customer (which includes a Micro Enterprise) and; (iii) Freelance Customers. Where specifically stated, certain terms included in these Card Terms and Conditions apply only to one or more of these categories of Customer and Customers should pay particular attention to these terms.

1.4. These Card T&C apply to the Card and Card Account service made available by The Company to Customer while using the User Interface or Partner User Interface when accessing such payment services.

1.5. By applying for and using Card and Card Account service, Customer agrees that Customer has read these Card T&C and agrees to be bound by them.

1.6. The Company is the Card Issuer and Card is issued by The Company.

1.7. The Card T&C contain capitalised words which are defined in the definitions part below.

2. About The Company

2.1. The Company is incorporated in Cyprus (HE328641), and has its registered and head office address at 125, Griva Digeni, Limassol 3101, Cyprus.

2.2. The Company is licensed and regulated by the Central Bank of Cyprus as an **Electronic Money Institution** with license number 115.1.3.7/2018.

2.3. The Company's license and details are available in the register maintained by the Central Bank of Cyprus on its website www.centralbank.cy, which website also contains the particulars, contact details and address of the Central Bank of Cyprus.

2.4. Funds held on **Account** with The Company **do not constitute a deposit and are not covered by the Deposit Guarantee Scheme in the EEA.**

3. Customer support and Contact Details

2.1. The Company may be contacted via its **Website**, **the User Interface** and via email contact details and forms provided on the Website. Website or User Interface may contain or refer to additional information for Partner Customers regarding administrative support for the operation of Partner User Interface or support to Partner Customers regarding other service queries. Where such information or rules are available, Partner Customers should reach out to such customer contact for any technical difficulties they may experience with the operation of Partner User Interface or other identified service queries.

unlimit

4. Contents

These Card T&C contain the following sections:

1. Card Account Application	2. Card issue	3. Use and service of the Card	4. Card expiry and renewal	5. Card Transactions
6. Authorisation of Card Transactions	7. Operation of Card Account	8. Settlements on Card Account	9. Fees and Charges	10. Special terms and fees
11. Keeping Card safe	12. Loss or theft of Card	13. Limits	14. Refusal, restrictions and blocking	15. Card Account Statement
16. SMS-services	17. Erroneous/ unauthorised Transactions	18. Liability	19. Claims and complaints	20. Term and termination
21. Amendments	22. Communication	23. Obligations of Customer	24. Support services	25. Miscellaneous 26. Separate Terms

5. Definitions

Account	Any account Customer maintains with The Company, such as Current or Card Account. Account includes any other account used for accounting and maintenance of Customer's balance/funds with The Company.
Acceptance Format	A form of acceptance to formalize the Application which can include a signature (whether hand, electronic or digital) or such other evidence of agreement by Customer, as The Company in its discretion agrees to accept as evidence from time to time and the words "Signed" or "Signature" shall be read and construed accordingly.
Additional Terms	Any terms, conditions, agreements, supplements, information, documents of whatever type and nature (including without limitation specifications, descriptions, policies, procedures, requirements issued by The Company for Customers) governing services/products/relations of Customer with The Company as and where applicable.
Agreement	An agreement between The Company and Customer for provision of Card and Card Account and related services and matters, the integral parts of which are the Application, these Card T&C, and applicable Card F&C.
Application	An application in such form as accepted by The Company that is completed by Customer to open a Card and Card Account or receive a service of The Company from time to time.
Card	A payment instrument, being a payment card under a Card Association brand (such as Visa, Mastercard, UnionPay or any other Card Association brand) issued by The Company (whether bearing The Company's name, Partner brandings/name or other) in plastic or other form for use by Cardholder and confers on Cardholder the possibility to effect Card Transactions. Card shall include its renewal, replacement and any additional cards (if applicable).
Card Account	Any Account maintained by Customer with The Company to which Card is attached and used in relation to Transactions incurred from usage of Card and related services.
Card F&C	Applicable and effective list of fees and charges applicable to services in respect to the Card, payable by Customer to The Company.
Cardholder	A natural person, specified by Customer in the Application to whom The Company issues the Card.
Card Instructions	A document, sent to the Customer with the Card, setting out the procedure to be followed by the Customer to activate the Card.
Card Product	Any payment card type provided by The Company, as may be specified in the relevant Card F&C, to which a specific set of functionalities, features, services is attached. Any other other functionalities which may be provided by other companies are subject to applicable Separate Terms.
Contactless Transaction	Card Transaction performed via a contactless method without the Card coming into direct contact with the terminal.
Individual Customer	A Customer being a natural person who uses payment services acting for purposes other than his/her trade, business, professional or commercial activity. Also known as a **Consumer**.
Corporate Customer	A Customer who is a legal entity, establishment or arrangement or any other legal person or registered entity or vehicle (regardless of form).
Current	A Current Account identified by International Bank Account Number (IBAN), held in the name of Customer with

Account	The Company under the GTC for the purpose of execution of payment transactions.
Customer	Means, either the Individual Customer, Freelance Customer or Corporate Customer as the case may be, depending the person (legal or natural) with whom Agreement is concluded and in whose name the Card Account is opened/provided. Where Customer and Cardholder are the same person, reference to Cardholder shall mean Customer.
E-money Account	An Account where, upon receipt of funds towards the Account, e-money is issued in relation to the Account. E-money represents the value of the funds stored electronically (on or in relation to the Account, relevant Card or other instrument/device), to allow the Customer to make payment transactions with available e-money.
Electronic Money Law	The Electronic Money Laws of 2012 and 2018 (81(I)/2012), as amended and supplemented from time to time
Freelance Customer	An Individual Customer, other than a Corporate Customer, who uses payment services for purposes wholly or mainly connected with his/her trade, business, professional or commercial activity
GTCs	The General Terms and Conditions for Account and Payment Services, also known as GTCs, which apply to services that are provided by The Company to Customers at any given time through the User Interface of the Company in relation to the Customer's Account, provision of payment services and other related matters such as currency exchange and internet banking.
Party or Parties	Customer and The Company referred to in the Card T&C either alone or jointly.
Partner	A third party authorized by The Company to enable Customer to access and use Customer's Account(s) and services of The Company through a Partner User Interface.
Partner Customer	A Customer who applies to open an Account, and maintains Account with, and uses associated services of The Company, via the Partner User Interface.
Partner User Interface	A user interface used by the Customer made available by the Partner.
Payment Services Law	The Provision and Use of Payment Services and Access to Payment Systems Law of 2018 (31(I)/2018), as amended and supplemented from time to time.
PIN	A personal identification number known only to Cardholder used for his identification when executing Card Transactions.
Security Code	Two-factor authentication or any other security methodology as determined by The Company specified to Customer from time to time.
Transaction	Any transaction performed using the Card/Card details or in any manner of Card authorization (including at/via merchant, POS, ePOS, via the internet, at a card acceptance point, ATM); or any transaction whereby funds are transferred to and from Card Account. Transaction includes any associated fees and charges, including for currency exchange, charged by The Company or by any third party.
User Interface	An internet banking interface (whether an app or browser-based interface) used by Customer to undertake Internet Banking, including via ibank (internet banking User interface) or mbank (mobile banking user interface) and/or via the Partner User Interface.
Website	www.unlimit.com

Card Services

1. Card Account Application

1.1. Agreement is concluded on the grounds of Customer's Application for Card Services subject to The Company's approval.

1.2. In order to enter into this Agreement pursuant to these Card T&C, Customer shall undergo The Company's effective procedures for establishment of business relations and account opening.

1.3. Customer may be required to either maintain or open a separate Current Account, entering or having entered into an agreement with The Company on Current Account opening and maintenance under its terms and conditions in force, in order to enter into this Agreement for provision of Card Services, depending on the features of the Card Account and Card/Card Product applied for. In such a case, submitted Application(s) shall be considered and reviewed by The Company for Current Account and Card Services in accordance with the procedures in force from time to time.

1.4. Customer shall submit Application to The Company in an Acceptance Format in accordance with The Company's requirements and procedures in force and shall provide all required and requested information and documents in

relation to Customer and Cardholder for performance by The Company of identification, verification and due diligence procedures under applicable law.

1.5. Application forms used by Partner Customers may vary from time to time and be available via Partner or The Company via the Partner User Interface.

1.6. By signing and submitting Application, Customer certifies that:

- The person signing Agreement, is of legal adult capacity (being an individual over 18 years of age), being the Customer, and in case of an Authorized Person is duly authorized by the Customer to do so and their signature legally binds the Customer in all respects.
- Customer has read and understood and expressly agrees to enter into, to follow and be bound by Agreement, including these Card T&C, applicable Card F&C, GTCs, agreements, terms and documents of whatever type and nature that all together govern the service, provision of services and relationship between Customer and The Company;
- In case of Customer's authorised Cardholder, Customer has ensured that Cardholder has read and understood the Agreement, including these Card T&C, applicable Card F&C, GTCs, agreements, terms and documents of whatever type and nature and agrees with them and undertakes to observe them;
- Card will be used exclusively by Cardholder for Customer's legitimate interests;
- Card will not be used for illegal purposes or in violation of this Agreement;
- Customer and Cardholder understand the content, obligations and risks related to use of the service;
- Customer has provided accurate, correct and complete information and documents to The Company, including in relation to Cardholder.
- Customer will also be required to certify whether it is a Corporate Customer, Freelance Customer or Individual Customer.

1.7. If Application is submitted to The Company using User Interface, Application shall be authenticated through use of Customer's User Interface authentication credentials in accordance with the relevant terms, procedures and instructions that may approved for and by The Company for The Company services. **If relevant Application is submitted via remote means (such as via Internet banking/User Interface and/or any electronic channels or methods approved by The Company from time to time), an Agreement concluded via such remote means shall have the same legal effect as if it had been concluded based on an Application bearing the Customer's signature.**

1.8. Upon receipt of Customer's Application, Customer may be informed that requested service or its particular features may not be provided and such Application will be considered withdrawn by Customer. Customer may submit a new Application for the service that may be provided.

1.9. The Company is entitled not to accept Customer's Application, not to enter into Agreement or any agreement with Customer, not to provide/open Card Account and not to issue Card without providing reasons for refusal.

1.10. Upon The Company's decision to enter into Agreement, based on Customer's submitted Application, The Company shall open/provide Card Account in Customer's name in the relevant account currency and issue relevant Card to that Account.

1.11. Card shall have one currency of Card Account.

1.12. Customer shall receive from The Company the relevant Confirmation on Card issuance and Card Account opening, or on Card issuance and Card's attachment to relevant Card Account. Agreement is considered concluded from the moment of Card issuance to the respective Card Account, whereby Cardholder has the opportunity to use Card and perform Transactions, subject to procedures of these Card T&C.

2. Card issue

2.1. A Card can be issued to either the Individual Customer himself (if a natural person) or to a Cardholder selected by the Corporate Customer in the Application, provided in either case such person is over 18 years old. The Company reserves the right to refuse any Cardholder nomination by the Customer.

2.2. The Company may offer different types of Card Products from time to time or may restrict or limit the type of features of such products. Customers should consult on the relevant Card Product/features in the lists of fees and charges for Cards. The Company may make available additional information/descriptions on its Website or at Customer's request.

2.3. Cards are delivered in a sealed envelope either to the Cardholder in person or by postal means to postal address specified in Application, together with Card Instructions.

2.4. Customer acknowledges the risks related to Card delivery by postal services if Customer chooses or accepts such delivery method, and accepts that The Company shall not be responsible or liable for risks, actions, delays or non-delivery by third party mail services.

2.5. Customer/Cardholder are obliged to inform The Company and Partner (as the case may be) if Card is not received by Cardholder within a reasonable timeframe by postal means. If Card is not received within 30 (thirty) days, The Company is entitled to cancel the Card, and issue a replacement Card upon Customer's application which may be subject to fees and charges.

2.6. Depending on the Card Product and method of delivery, Card may be delivered in a non-activated state for security reasons.

2.7. Upon receipt, Cardholder shall put his personal signature on the reverse side (in case of plastic Card), and must activate Card prior to use. To activate the Card, Customers should follow the instructions set out on the Card Instructions that are sent with the Card (referred to in paragraph 2.3 above). If activation is via SMS services, upon receiving an activation SMS-command from Cardholder's mobile phone number provided by Customer to The Company in Application, which mobile phone number is linked to Card in The Company's systems in accordance with Customer's Application, Card's PIN is transmitted by SMS to Cardholder's mobile phone number.

2.8. Once activated, an automatically generated PIN is sent to the Cardholder's mobile phone number by SMS which PIN should be immediately changed by Cardholder following the procedure in the Card Instructions.

2.9. If there are any problems with the activation process, Customer/Cardholder shall notify The Company or the Partner immediately via User Interface or the Partner User Interface (as the case may be) or customer service. Any notifications via email or telephone shall be followed up by a notification via User Interface and/or customer service without delay.

Where Customer/Cardholder suspects that another person knows or has gained access to the Card or to cany security details Cardholder shall immediately block the Card using the relevant SMS-service command and act in accordance with Section 12 "Loss or theft of Card"

3. Use and service of the Card

3.1. Card is the property of The Company and upon demand shall be returned to The Company by Customer/Cardholder.

3.2. The use of the Card is exclusive to the Cardholder and is not transferable to any other person.

Customers/Cardholders should not give any other person their Card (or their card details) or allow them to use the Card. Customer must only use the Card within the limits of the available balance on the Card Account. If, for any reason, Card use results in a negative balance on the Card Account (including technical overdraft), Customer is obliged to settle at once such negative balance and any other fees and charges and liabilities to The Company. The Company is entitled to debit at The Company's discretion any of Customer's Accounts or funds to settle Card Account balance.

3.3. Card must not be used for illegal purposes or transactions.

3.4. Card shall not be used to obtain goods or services for resale in the course of business or otherwise or return for cash.

3.5. Card shall not be used for payment for the goods or services that are precluded by applicable law, or require a special permit unless such permit was obtained before such payment.

3.6. Customer and Cardholder shall comply with all applicable laws and regulations when using service and Card.

3.7. Activation and use of the Card and PIN, use and service of the CVV2/CVC2 Code and Security Code, receipt, use and service of the Card and Card Account are subject to and regulated by these Card T&C, applicable Card F&C, General Terms and Conditions of The Company, including applicable fees and charges, supplementary documents and procedures, and amendments from time to time as the case may be. In case of Customer's authorized Cardholder, activation and use of the Card by Cardholder are regarded as Customer's confirmation that Customer has provided to and familiarized the Cardholder with the aforementioned documents, and Customer undertakes Cardholder's observance thereof.

4. Card expiry and renewal

4.1. Card shall expire on the last day of the month and year indicated on the Card. All Transactions initiated after Card expiry/cancellation/closing shall not be authorized or shall be rejected.

4.2. When the term of validity of the Card expires, a renewal/replacement Card is produced upon Customer's application/confirmation. Customer is advised to request renewal/replacement of the Card at least 14 days prior to Card's expiry date.

4.3. Customers can apply for a new card prior to the expiry of the Card and The Company may produce a new Card to renew/replace it. Any Card issued to replace the expired Card will be subject to the relevant fees stated in the applicable Card F&C.

4.4. The Company is not obliged to renew/replace Card, and may reject any application for renewal without providing reasons for refusal.

4.5. Notwithstanding Card's expiry, available balance on Card Account shall be available on Card Account or for transfer to Current Account of Customer (if applicable), subject to any fees and charges, Customer's liabilities towards The Company and Transactions settlement procedures. Further details of how balances are redeemed are set out in GTCs Section 1: Account Closing.

4.6. If the term of validity of Card attached to Card Account has expired and no new replacement Card is attached to Card Account, The Company is entitled to apply relevant inactivity fees and charges as well as to terminate this Agreement. Further details of such fees is set out in the applicable Card F&C.

5. Card Transactions

5.1. Depending on the functionality of the Card Product, Cardholder may use the Card to perform transactions:

- at physical Point of Service (POS)
- to withdraw cash from ATMs
- perform transactions on the Internet (ePOS)
- and other possible Card Transactions (which may be offered through other providers under Separate Terms)

5.2. Card shall be used for execution of Transactions as defined in these Card T&C, as well as according to any procedure(s)provided to Customer/Cardholder in the frame of the Card receipt/activation/use process and/or any supplementary documents (if applicable) from The Company, as well as in accordance with instructions available at places where Cards are accepted.

5.3. If the Card is of a type which does not permit certain Transactions, the Cardholder may execute Transactions according to the procedure that corresponds to the respective Card/Card Product. Should there be any doubts to be clarified, the Customer/Cardholder is responsible to contact The Company via User Interface.

5.4. At the moment of receipt of the Card, the functionality enabling to perform relevant Card Transactions of the Card Product (via POS, ePOS, and via a contactless method (where applicable) etc.) may not be active. In order to activate the functionality to perform the relevant Card Transactions and use Card, the Cardholder shall:

• Follow the Activation instructions furnished by The Company from time to time (as the case may be together with Card and/or via User Interface) in relation to Card, and as relevant;
• In case of plastic Card, in relation to Transaction activation, Cardholder may be required to perform the first Transaction using contact technology and entering PIN in a bank's ATM, i.e. inserting Card in the ATM.
• In case of plastic Card in relation to Contactless Transaction activation, Cardholder may be required to perform the first POS Transaction via contact technology and entering the PIN at the POS, i.e. inserting Card in the POS.

5.5. Certain Transactions may be prohibited, restricted or subject to security limits, specific authorisation requirements, conditions, including by type of Transaction, terminal and any other criteria determined by The Company. Further details of how and where the Card may be utilized to perform transactions are also provided to Customer/Cardholder as part of the information sent to activate the Card.

6. Authorisation of Card Transactions

6.1. Customer's consent to perform Card Transactions

6.1.1. Customer is fully responsible and liable for Transactions performed using Card including fees and liabilities incurred and any other actions of Customer/Cardholder within the scope of this Agreement.

6.1.2. Customer bears full responsibility and liability for authorised Cardholder's actions. All Card Transactions

shall be performed by Cardholder and are deemed authorised by Customer.

6.2. Cardholder's consent to perform Card Transactions

6.2.1. Use of authentication factors alone shall indicate that Card Transaction was authorised by Cardholder..

6.2.2. Subject to the features of the particular Card, the authorisation process of the Transaction can include the authorisation of any single Card Transaction, a series or recurring Card Transactions (including Transactions for an indefinite period) or pre-authorising future Card Transactions of a certain or uncertain amount.

6.2.3. Card Transaction is deemed authorised by Cardholder if (i) the PIN entered in the ATM or card acceptance device/system which corresponds to the data encoded in the Card's chip/magnetic strip; or (ii) a sales draft is signed by hand or electronically as per merchant's instructions; or (iii) in case of Card Transactions through the internet and Card Transactions requiring CVV/CVC2 code to be entered, the code coincides with the data encoded in the authorisation software of The Company, or if the Transaction has been additionally confirmed by the Security Code, as well in cases of performing other intentional, definite and sequential activities as specified in the card acceptance place/by merchant, including:

- The entering of the PIN, Security Code, or signature any other personalised security/authentication credentials of the Cardholder
- Disclosure of Card details and/or any other information

6.2.4. Contactless Transactions are authorised without entering the PIN or signature of Cardholder on the document certifying the Transaction, if the amount of the Transaction is within the limit set for Contactless Transactions.

6.2.5. Customer agrees that if Card Transaction has been authorised in any manner set out in the preceding clauses, such authorisation is considered to be consent of Cardholder to perform the Transaction, which legally has the same effect as a consent document signed by Cardholder by hand and, imposes liabilities on the Customer/Cardholder in accordance with effective laws and regulations..

6.2.6. As of the moment when Cardholder has given his consent (authorisation) to perform Card Transaction, Cardholder or Customer is not allowed to revoke it. If Cardholder/Customer wishes to cancel a Transaction, they shall contact merchant directly.

6.2.7. Revocation of a Transaction may only be possible if The Company has specifically to the relevant circumstance agreed and confirmed this to Customer. If such agreement is possible, The Company may stop execution of the Card Transaction and return the relevant amount to Card Account balance, as well as apply relevant fees and charges..

7. Operation of Card Account

7.1. Card Account must be credited with funds (have necessary funds available on it) prior to and in order to execute Transactions..

7.2. Card Account may only be credited via credit transfer transactions. No other form of crediting of the Card Account is (such as cash deposit, checks etc.)is possible, unless otherwise provided in any applicable Additional Terms.

7.3. Crediting of Card Account is possible by submitting a payment order for an internal credit transfer to Card Account from Customer's Account(s), as well as via internal or external credit transfer transaction depending on the Card Account and Card properties and restrictions in force. Card Account shall be debited with an amount equal to such transfer, less fees and charges as may be applicable to such internal or external credit transfer transaction.

7.4. Payment orders for debiting/crediting (credit transfers to/from) Card Account are subject to cut-off times and fees and charges for relevant transaction stipulated in the terms and conditions governing operation of Account and fees and charges and supplementary documents and internal restrictions. Please refer to the GTCs Section 2: Receipt, cut-off and terms for execution of payment orders.

7.5. A payment order for a credit transfer to/from the Card Account shall be submitted in Card Account currency. If a payment order is submitted/received in a currency which differs from the Card Account currency, The Company is entitled to reject the transaction or to convert the amount applying an exchange rate of The Company at the moment of conversion. Separate terms apply in relation to use of Card in connection with functionalities offered by third party providers. Customers holding a Card with other functionalities should be sure they have entered into the Separate Terms. .

7.6. Where Card Account is treated as holding electronic money, its value when not debited for execution of Transactions, including fees and charges, and liabilities towards The Company, may be transferred (b) to Customer's Current Account.

7.7. Transfer of funds from Card Account to Customer's Current Account is possible at any time, provided that payments for executed Transactions, fees and charges and liabilities have been settled to The Company prior such funds transfer.

7.8. The Company is entitled to delay or reject execution of transfer of funds from Card Account to Current Account, or any Transaction on Card Account for reasons related to settlement of Customer's obligations towards The Company.

7.9. Funds on Card Account do not constitute a deposit.

7.10. Card Account is a non-interest-bearing account.

7.11. Card Account use, service and operations shall also be subject to the effective GTCs, including effective terms and conditions applicable to Current Account.

8. Settlements on Card Account

8.1. Customer's obligation to pay for Transaction at the moment of its execution. Customer is liable to The Company for all Transactions incurred from use of the Card and Card Account unless otherwise provided in these Card T&C, and irrevocably authorizes The Company to settle all Transactions by debiting the Card Account.

8.2. Customer and The Company agree that in the following circumstances The Company has the right to withdraw funds from Card Account without Customer's separate order and that the Card Account shall be debited in the following circumstances:

- To pay amounts of all Transactions;
- To pay fees for Transactions, fees for service and other services of The Company according to the applicable Card F&C and fees and charges lists in force at the time of the operation;
- To settle or offset any liabilities of Customer towards The Company in relation to use of the service, including for any losses incurred by The Company from use of the Card and/or Card Account;
- To settle any liabilities of Customer towards The Company in relation to any agreement between Customer and the Company;
- To make payments, which may not be specified in the applicable Card F&C or fees and charges lists, but which The Company has to make in order to ensure provision of the service and other services;

- To pay/settle or perform operation based on Customer's order/instructions as may be given by Customer and that The Company may determine to approve or perform;
- To debit wrongly/by mistake credited amounts.

8.3. Should a negative balance occur on Card Account due to any Transactions or any operation, including as a technical overdraft or any liability towards The Company, Customer shall settle the negative balance to The Company immediately after its occurrence.

8.4. In case of the occurrence of a negative balance on Card Account and/or if Customer fails to ensure the funds on the Card Account are sufficient for settling Transactions and payments and obligations stipulated in accordance with this Agreement, The Company is entitled to:
8.4.1. Offset the negative balance from the next transfer of funds to the Card Account and/or
8.4.2. Withdraw the funds necessary to discharge the obligations under this Agreement from any Account(s)or funds of Customer with The Company without a separate payment order or order of the Customer, if necessary, converting funds in other currencies on Customer's Account(s) into the currency relevant to Card Account according to the exchange rate of The Company at the moment of conversion.

8.5. As soon as the Customer has authorized a Card Transac-tion, The Company will "reserve funds" (i.e. will earmark the relevant amount to be deducted from the Account for the Transaction) on the Card Account to settle the Card Transaction, which reduces the available balance showing on the Card Account. . Once The Company receives confirmation that the Card Transaction has successfully cleared, the reserved funds will actually be debited (deducted) from the Card Account proceeds. However, if The Company does not receive such confirmation from the respective institution within 30 (thirty) days after the authorization of the Card Transaction, the reservation is canceled and what were the reserved funds become once again available to Customer on the Card Account.

8.6. For all Card Transactions in a currency other than Card and Card Account currency, conversion of the amount takes place at the prevailing exchange rate which may be provided or made available to Customer upon request. The reference exchange rate is variable and is applied without notice at the date and time of transaction processing {meaning the time the currency conversion is made), which may be different from the transaction date (meaning the date when the Card Transaction is made). For all such transactions, the Card Account will be debited in the currency of the Card and Card Account, according to the applicable Card F&C. A fee for foreign currency transactions as described in the Card F&C shall also be applied. Separate Terms apply concerning use of Card in connection with crypto functionalities offered by other third party providers. Customers holding a Card with crypto functionality should be sure they have read and understood these Separate Terms.

8.7. Transactions are recorded on Card Account not later than on the next business day after the data of the Transaction is received by The Company.

9. Fees and Charges

9.1. Fees are charged for services provided under these Card T&Cs (or under any other applicable Agreement) in accordance with the scale shown in the applicable Card F&C in force.

9.2. In particular in relation to Partner Customers, specific Card F&C may be applicable to Customer, Customer's Account(s) and services.

9.3. Once the Customer's Application has been accepted by The Company, the relevant fee for Card Account opening and Card issuance (as specified in Card F&C) will be debited by The Company either from the relevant Card Account or at The Company's discretion, any another Account of Customer (e.g. separate Current Account).

9.4. Subject to possibility and approval by The Company, Customer may request The Company to charge certain administrative and maintenance fees from another Account of Customer (e.g. separate Current Account) instead of the relevant Card Account.

9.5. Card Transactions may also be subject to fees, terms, rules, regulations at a card acceptance place (such as those of an ATM operator, a payment terminal (physical and virtual) operator, bank, etc.). It is the responsibility of the Customer and Cardholder to check whether any additional fees, rules, regulations, terms apply.

9.6. The value of each Transaction, including any applicable and related fees and charges and currency exchange, will be deducted from the available balance of the Card Account.

It is the responsibility of Customer and Cardholder to check Card and Card Account balance and status and applicable fees and charges of The Company and any third party before performing each Transaction.

9.7. Subject to applicable laws, The Company at its absolute discretion may set forth additional fees for services that are not included in the Card F&C or other fees and charges lists approved by The Company, but which were requested by Customer in a particular case and such fees are binding upon Customer. For further details, please refer to **Card T&C: Section 10: Special Terms and Fees**.

9.8. Should taxes, duties or similar payments be levied on the fees and charges, The Company is entitled to withhold such payments from the Customer, with the fees and charges being increased accordingly.

9.9. When using third party services at the Customer's request, Customer shall immediately reimburse The Company for all such expenses.

9.10. The Company has the right to set-off, transfer, or apply sums held in the Card Account in or towards satisfaction of all or any liabilities, fees and charges owed to The Company on any ground that have not been paid or satisfied when due by the Customer.

10. Special terms and fees

10.1. The Company may but is not obliged to apply to Customer, or Card and/or Card Account a non-standard or applicable tariff.

10.2. The Company shall commence application of a non-standard or applicable tariff at its discretion and at a time provided to Customer, irrespective of whether circumstances for its application existed before.

10.3. If Customer is required to inform/apply to The Company for application of a non-standard or such applicable tariff, when The Company becomes aware of the respective circumstances under other procedures, this might not constitute sufficient grounds for application of such non-standard or applicable tariff.

10.4. If non-standard or applicable tariff is applied to Card and/or Card Account, then as soon as The Company becomes aware of the expiry of such circumstances that formed the grounds for the application of non-standard or such applicable tariff or at any time at its absolute discretion, The Company is entitled to apply to the respective Customer, or Card and/or Card Account the provisions laid down in these Card T&C and applicable Card F&C in force.

10.5. As soon as The Company becomes aware of changes in the circumstances the existence of which was a precondition for the application of a non-standard tariff to a specific Card Product/Card, The Company is entitled to

close the respective Card Product/Card for the Customer or replace it with another Card Product or apply Card T&C and Card F&C which correspond to the new circumstances.

10.6. The Company may unilaterally and without notice provide and revoke or cancel any non-standard tariff, discount, special fee, charge, rate, conditions. In such a case, standard applicable Card F&C in force shall apply with immediate effect to the relevant Customer or Card Account and/or Card.

11. Keeping Card safe

11.1. Cardholder shall use the Card, Card details, PIN and any authentication credentials in accordance with these Card T&C.

11.2. Customer and Cardholder are responsible in particular for taking all suitable measures for safeguarding and prevention of unauthorised or fraudulent use of the Card, Card details, PIN and any authentication credentials including adhering to to the following non-exhaustive list:

- Keep the Card safe and secure at all times and not allow any other persons to use the Card;
- Store the Card and Card details in the same way as cash and check daily to verify the presence of the Card;
- Ensure that Card is returned to Cardholder after any Card Transaction;
- Keep the PIN confidential and not disclose it to any other person (including over the internet);
- Memorise the PIN, destroy the medium on which it was received, and refrain from writing down or recording the PIN;
- Follow PIN change procedures, change the PIN frequently, if such functionality is provided;
- Handle the Card, PIN, Card details including CVV2/CVC2 Code and Card number as well as other personalised access and security elements and any authentication credentials of the Card, including the ones that are necessary for use of Card over the internet, and Security Code carefully in order to prevent unauthorised persons from gaining access or using them;
- Only use/provide Card details when making a Card Transaction and take care to ensure that others cannot oversee security details being entered;
- Utilise only secure websites and channels for undertaking any Card Transaction on the internet/remotely;
- Before authorising any Transaction, make sure that the Transaction amount indicated by the merchant corresponds to the actual Transaction amount. If the indicated amount differs from the actual Transaction amount, Cardholder shall not authorise such Transaction;
- Securely store and/or destroy any documents revealing Card details in such a way that misappropriation of Card details is not possible;
- Not use Card after the end of its term of validity or if the Card is suspended (blocked) due to any reason;
- Keep plastic Card away from heat, water and other damaging elements. In case Card is expired or damaged rendering it unfit for performance of Transactions, immediately block the Card using the SMS-block command, and destroy the Card plastic (including chip and magnetic strict) to render it unusable and the Card details unidentifiable; •
- Securely destroy Card received under this Agreement after the end of its validity, in case Card is renewed/replaced, or in case of termination of the Agreement for any reason;
- Consult with guidelines, documentation, instructions of The Company in relation to security, security of Card and Card Transaction authorisation, use and safety, provided from time to time
- Not perform a Card Transaction in case Cardholder thinks an ATM has been tampered with, POS, ePOS, website, is not authentic or secure or has any doubts in relation to the merchant/eshop;
- Check SMS-confirmations after each Transaction and regularly check the balance by using the SMS-command, in order to monitor transactions and any unauthorised use; as well as check frequently executed Transactions on Card Account statement, and in case of any perceived unauthorised transaction, immediately proceed with Card blocking and notification actions in accordance with **Section 12: "Loss or theft of Card"** of these Card T&C.

12. Loss or theft of Card

12.1. **If the Card or Card details is/are lost or stolen** or Customer/Cardholder believes that Card details, PIN/ CVV2/CVC Code of the Card or other personalised access and security elements and any authentication credentials, are at risk of becoming known or have become known to an unauthorised person (including the case of loss/theft or access to Cardholder's mobile device or other contact details), or similar circumstances:

12.1.1. Cardholder shall **immediately use the relevant SMS-command to block the Card.** In case the preceding action is not possible, Customer/Cardholder shall immediately notify and instruct The Company in written form to block the Card (providing all necessary Card details which as a minimum must be the Card number and Cardholder's full name) via User Interface or dedicated customer service as may be provided. Customer shall notify and inform The Company on the reasons Cardholder is unable to send the respective SMS-block command.

12.1.2. **Customer shall notify** The Company and the Partner (as the case may be) of the circumstances of actual or suspected theft/loss/unauthorised access of Card via User Interface or dedicated customer service as may be provided. If Customer notifies in another way, including by email/telephone during The Company's normal working hours, then following such communication, Customer shall submit the respective notification via User Interface or dedicated customer service as may be provided without delay thereafter, which notification shall bear effect accordingly.

12.1.3. In case Cardholder/Customer is unable to undertake above actions and/or is unable to notify The Company, Cardholder/Customer shall address himself immediately to any call center of the Card Association of Card, without delay notifying The Company and the Partner (as the case may be) in accordance with clause 12.1.2., and inform The Company on the reasons Cardholder/Cardholder is unable to complete the procedures in clauses 12.1.1 and 12.1.2.

12.2. Upon providing required notification to The Company or the Partner (as the case may be), Customer/Cardholder shall provide The Company with all information available to Customer/Cardholder regarding loss/theft/unauthorised access.

12.3. Customer/Cardholder shall declare theft/loss/unauthorised access of Card to the police/responsible institution of the place of loss/theft/unauthorised access occurrence wherever possible. If such declaration is not possible, at The Company's request, Customer shall provide a substantiated explanation to The Company.

12.4. Upon receipt of required notification as to loss/theft/unauthorised access, in case it is not practically possible and duly justified as such by Customer/Cardholder

to block Card via the relevant actions, The Company blocks the specific Card independently.

12.5. In case of non-receipt or non-timely receipt of Card or PIN at the time of issuance/renewal/replacement, Customer/Cardholder shall notify The Company without delay via User Interface or via customer service as may be provided. In case The Company is contacted by other means such as email, or by telephone/orally during normal working hours, then, following such communication, Customer shall ensure any notification referred to above is provided without delay via User Interface or via customer service as may be provided.

12.6. In case a lost/stolen Card is found, Customer/Cardholder shall immediately submit to The Company the relevant notification. The Company may at its sole discretion, but shall not be obliged to unblock such Card; otherwise The Company shall cancel such Card.

12.7. The Company may issue a new Card to Cardholder on the grounds of the Customer's written application to this effect, which may be subject to fees and charges.

13. Limits

13.1. For purposes of security for funds, prevention of misuse of Card and/or incidents of fraud, as well as risk management, The Company sets internal security limits for Transactions which may include non-exhaustively:

- Spending limits such as maximum limits per day/month or other time period, per number of transactions per day/month/other time period;
- Limits or restrictions per Card/Card Product type, transaction type, merchant type, terminal type, authorisation type;
- Transaction limits and funds transfer limits related to Card Account and Card.

13.2. The Company at its sole and absolute discretion may restrict Transactions, considering various risks, including individual usage patterns and payment risk profiles. For AML/CTF and anti-fraud purposes The Company reserves the right to apply and change limits and restrictions without any notice.

13.3. As part of its authorisation and internal processes, The Company may also request at any point from Customer/Cardholder to produce documents and information in relation to their identity and relevant Transaction(s) as well as request information from any merchant or payment service provider. This may also be done for fraud and risk prevention purposes.

13.4. The Company may refuse to execute certain Transaction(s) for the reasons mentioned above and shall not be liable for any damage suffered by Customer/Cardholder as a result of delay or refusal to execute a Transaction.

13.5. The Company may set or change security or other limits and restrictions unilaterally at its discretion and without notice or notification of Customer/Cardholder.

13.6. It is Customer's obligation to inform himself and Cardholder on spending limits applicable to Card. Customer may be informed of spending limits via the applicable Card F&C as well as through customary communication channels, via User Interface and by contacting The Company and customer service as may be provided.

13.7. Depending on technical functionality and The Company's internal procedures in force, The Company may also change or set limits/restrictions on the grounds of the Customer's application.

14. Refusal to execute, restrictions on transactions and blocking

14.1. If Card is not activated in accordance with instructions set forth for this purpose by The Company for Customer/Cardholder, any attempted Transaction shall be declined.

14.2. **The Company shall be entitled to refuse** execution of Transaction on Card or Card Account and shall not be liable for any loss suffered by Customer/Cardholder in the following cases:

- There is no available or insufficient balance on the Card Account for execution of Transaction including applicable fees and charges and liabilities
- There is a suspicion/implication of fraud or misuse
- There is a suspicion/implication of a suspicious transaction
- There is a suspicion/implication of an illegal transaction
- There is a suspicion/implication of financial crime/money laundering
- There is a suspicion/implication of improper use of the Card Account or Card or violation of these Card T&C, GTC, and/or relevant terms, documents governing relationship between Customer and The Company
- Due to internal security limits being surpassed
- Due internal restrictions/risks/fraud settings/measures
- Due to Card being expired
- Due to Card/Card Account being blocked/suspended or due to closing procedures
- Due to Card Association related settings/measures/prohibitions/instructions
- Due to legal and regulatory or similar related settings/measures/prohibitions/instructions
- Due to refusals of merchants, payment processors, payment systems, Card Associations and other parties processing transactions or involved in the process, errors, failures (technical or otherwise)
- For any other justified reasons, including those relating to security or illegal use of Card and Card Account, fraud prevention, risk management, compliance with applicable requirements, laws and regulations, protection of funds, protection of Customer/Cardholder or The Company.

14.3. The Company shall notify Customer/Cardholder of non-execution, and of the reasons for refusal where possible and if not contrary to applicable requirements, laws, regulations or any obligations.

14.4. **The Company is entitled to perform suspension (blocking)** unilaterally and without being liable for any loss suffered by Customer/Cardholder, as follows:

14.4.1. Refrain from debiting or crediting the Card Account and/or suspend (block) the Card, as well as the Card Account, if The Company has suspicion that the Card Account/Card is used for legalisation of proceeds derived from crime or other illegal or fraudulent activity, or Customer/Cardholder fails to submit or to timely submit information or documents necessary for due diligence/AML/risk and fraud prevention purposes;

14.4.2. Suspend (block) the Card, and/or Card Account, if Customer/Cardholder fails to discharge his obligations to The Company, has submitted false/misleading information or documents to The Company, if Customer/Cardholder does not observe the Agreement and/or any other agreement with The Company or relevant terms and documents, until and if violations are eliminated;

14.4.3. Suspend (block) the Card as well as access to the funds in the Card Account and transferred to it thereafter, should The Company receive a decision/order/information from a competent institution, authority, or person, including of an encumbrance on the Customer's funds;

14.4.4. Suspend(block) the Card, if information regarding the possible/actual compromise of the data of the Card, or other security matters is received from the relevant Card Association, other relevant institution or authority.

14.4.5. Suspend (block) the Card, if The Company has suspicions about unauthorised use of the Card, use of the Card for fraudulent purposes, counterfeiting, compromise of the Card, or if further use of the Card may cause damage or losses to the Customer or The Company or The Company's counterparties;

14.4.6. Suspend (block) the Card, if the PIN Code, Security Code or any authentication credentials entered by the Cardholder a set number of times does not coincide with the Card data and/or data related to the Card;

14.4.7. Suspend (block) the Card for any other justified reasons, including those relating to security or illegal use of Card and Card Account, fraud prevention, risk management, The Company's compliance with applicable requirements, laws and regulations, protection of funds, protection of Customer/Cardholder or The Company or The Company's counterparties.

14.4.8. Implement further limits and restrictions for the use of the Card/Card Product and/or Card Account.

14.5. The Company is entitled to prohibit/restrict unilaterally use of the Card including in some countries, for certain transaction types, with certain merchants or merchant categories, for certain terminal types, for certain authorisation types, or upon occurrence of specific circumstances without notification or notice to the Customer/Cardholder. Such prohibitions are risk and fraud protection mechanisms for the Customer/Cardholder and/or The Company or The Company's counterparties.

14.6. The Company is entitled to restrict and/or block performance of Contactless Transactions without prior notification of the Customer/Cardholder, if during a certain time period a certain number of Contactless Transactions has been made without entering the PIN or without signature of a Transaction document, or if the set limit of Contactless Transactions has been reached, if such restriction may facilitate elimination of fraud risks as well as in other cases where The Company considers that such restrictions may eliminate losses related to the use of the Card.

14.7. The Company may inform Customer/Cardholder about blocking of the Card and/or Card Account and its reasons, if possible before blocking of the Card/Card Account, or as soon as possible after blocking, except when provision of information endangers objectively grounded security reasons or is contrary to requirements of applicable requirements, laws and regulations.

14.8. The Company shall unblock the Card Account and/or Card and/or replace Card with a new one if and once the reasons for blocking no longer exist.

15. Card Account Statement

15.1. User Interface allows Customer to view and access Card Account and Card Account Statement, including transactions, balance, and other information as well as to communicate and submit requests to The Company including in relation to Transactions, Card blocking and perform other activities permitted by User Interface functionality.

15.2. Card Account Statements showing executed Transactions and debiting and crediting of Card Account shall be made available to Customer electronically in a durable format, via User Interface.

15.3. Card Account Statement shall be available to Customer via User Interface in relation to each month free of charge, and shall be the agreed method of provision of the Statement.

15.4. Customer may be able to obtain per User Interface functionality a Card Account Statement for a specific month or a particular period.

15.5. Customer is advised to print and/or save the Card Account Statements for future reference.

15.6. The Company reserves the right to provide or make available Card Account Statements using a different method that it deems appropriate from time to time. In such a case, The Company shall inform the Customer in advance.

15.7. Customer agrees to be charged according to the applicable Card F&C, and/or relevant fees and charges set by The Company in force, or as agreed with The Company, in case Customer requires from The Company or requests additional information, a paper statement, to receive information on a more frequent basis or requests that information is made available in a way other than the agreed method.

15.8. Customer is obliged to monitor Card Account, Transactions and balance of funds thereon regularly and not less frequently than once every 7 (seven) days. Customer and Cardholder shall verify transactions based on Card Account Statements (available via User Interface provided electronically, and in hard copy if provided at request) as well as via the SMS-services notifications to Cardholder.

15.9. Customer undertakes to ensure he has access to/receives Card Account Statements, and is obligated to notify The Company immediately upon discovery during fulfilment of his obligations to check Card Account Statement and status at least every 7 (seven) days via User Interface, if Card Account Statement was not provided or made available to Customer, in which case The Company shall take all necessary actions to make said Statement available to Customer, otherwise The Company shall consider that Customer has access to/received Card Account Statement.

16. SMS-services

16.1. The Company SMS-services is a service provided by The Company to Customer. This enables Cardholder to link his mobile phone (using the number which appeared in the Application) with The Company's systems, to:

- Transmit to The Company SMS message commands in relation to activating Card, obtaining Card PIN, changing Card PIN, blocking Card, obtaining available balance and/or other functionality as may be provided by The Company;
- Receive SMS notification messages for and in connection with Transactions (purchases, cash withdrawals, payments etc.), available balance and any other SMS notification messages that may be provided by The Company;
- Receive via SMS message Security Code (OTP) in connection with performance and authentication of Card Transactions
- Have access to and utilise any information and functionality that may be provided by The Company via SMS-services.

16.2. Customer and Cardholder authorise The Company to provide SMS-services and transmit SMS notification messages to Cardholder's mobile phone number specified in the Application and during the term of validity of this Agreement.

16.3. The Company sends SMS notification messages to Cardholder's mobile phone number, notifying Cardholder on Card Transactions, Transaction details, balances and other information. This information is provided for security and/or prevention of fraud. Upon the moment of sending an SMS notification message, it is assumed that the Cardholder and the Customer are informed of the Card Transaction and/or relevant information transmitted.

16.4. Customer and/or Cardholder are obliged to inform The Company in advance as soon as possible in case of change of the Cardholder's mobile phone number (and other relevant contact details such as email address), as well as in case of any suspected or actual compromise-related event (including loss, theft, potential or suspected breach, access by third parties) in relation Cardholder's mobile

phone number or device including the procedure in **Section 12 "Loss or theft of Card"** of these Card T&C.

16.5. If, from the moment of Card activation, during use of the Card, or where Customer/Cardholder notified The Company to update Cardholder's mobile phone number, Cardholder does not receive SMS notification/response, or does not receive other SMS response/confirmations/alerts, Customer/Cardholder are responsible to notify The Company or the Partner immediately via User Interface or Partner User Interface (as the case may be) or customer service as may be provided If Customer/Cardholder notifies in another way, including by email/telephone during The Company's usual working hours, then following such communication, Customer shall submit the respective notification via User Interface or customer services as may be provided without delay thereafter, which notification shall bear effect accordingly. Failure to do so constitutes negligence of Customer/Cardholder in relation to performance of their security obligations under these Card T&C.

16.6. Customer accepts that SMS commands may be entered and SMS messages may be viewed or read on the Cardholder's mobile device without the Cardholder necessarily entering any additional identification/PIN/code numbers.

16.7. The Company is entitled to change available SMS-services at any time and at its discretion, without advance notification of Customer/Cardholder.

16.8. Customer shall familiarise himself and comply with any documentation, instructions, amendments circulated from time to time from The Company in relation to SMS-services and, in case of authorised Cardholder, Customer shall ensure Cardholder does the same.

16.9. Customer acknowledges and accepts that:

- The Company is not and shall not be responsible or liable for the deletion, partial deletion or failure to transmit any messages.
- The Company makes no warranty that SMS-services will be uninterrupted, timely, secure or error free or that SMS-services will be available at any particular time or location.
- The Company does not bear responsibility in case SMS-services are not available or SMS message was not sent or received for whatever reason, including due to a fault or limitation of SMS service provider, telecommunications service provider or any third person.
- The Company shall not be liable in any way for any loss or damage of any kind incurred by the Customer/Cardholder as a result of the content transmitted via SMS services.
- The Company shall enable SMS-services and transmit SMS notifications to the Cardholder's mobile phone number indicated by the Customer in Application and during the validity of this Agreement, and in the event that Customer indicates a mobile phone number that is incorrect, incomplete or other than the Cardholder's, or fails or delays to notify The Company of Cardholder's mobile phone number change or compromise-related suspicion or occurrence, The Company shall not be liable in any way for any loss, damage or inconvenience, or disclosure of information suffered by Customer/Cardholder or any other party. In the event any person raises any claim against The Company in this respect, Customer shall indemnify The Company in full.

17. Erroneous/unauthorised transactions

17.1. Customer should ensure that he checks frequently (and in any case no less than every seven (7) days) the Transactions that are recorded on the Card Account. This can be done via the User Interface Cardholder should also monitor SMS-services notifications at all times and inform Customer of these Transactions. It is deemed that any SMS-services notifications sent to Cardholder are received by Customer.

17.2. Customer is obliged immediately, but not later than within 7 (seven) days from the day of recording of the Card Transaction on Card Account, to notify The Company about an incorrect, erroneous or unauthorized Transaction. Failure to provide such information within such period of time serves as a proof that the Customer accepted Transaction and the status of the Card Account and The Company shall consider that Customer has no objections to the Transaction, and any later objection or claim shall be precluded.

17.3. The Company is not responsible to Customer for an unauthorised or erroneous Transaction, if Customer/Cardholder has not informed The Company without delay, in accordance with these Card T&C section 12 "Loss or theft of Card", at the latest within 7 (seven) days from after an unauthorised or wrongly executed Transaction has become known or should have become known to them.

17.4. Without negation of the provisions of the preceding clauses and Customer's obligations therein, Customer-Consumer's rights to refund and rectification are voided in absence of the relevant notification 13 (thirteen) months after the recording of the Transaction on the Card Account.

17.5. The Company is not responsible to Customer for an unauthorised or erroneous Transaction, if Customer/Cardholder has not informed The Company without delay, in accordance with these Card T&C section 12 "Loss or theft of Card**"**.

17.6. Customer shall bear the burden of proof to evidence that a Transaction has been unauthorised or if he claims it has been incorrectly executed.

17.7. If unauthorized Transaction is made with Card or Card details that have been lost, stolen, or acquired in another illegal manner and as a result of this, Customer has incurred losses, Corporate Customer assumes all resulting losses. Save where Customer-Consumer bears resulting losses and liability to the full extent as stated in these Card T&C or in applicable laws and regulations: Customer-Consumer assumes risk of up to 50 (fifty) Euros for losses incurred until the moment such Customer has appropriately notified The Company that the Card is no longer in the possession of Cardholder (including the procedure set out in section 12 "Loss or theft of Card" of these Card T&C); Customer-Consumer shall not be liable if the Card has left the possession of Cardholder due to illegal actions of third parties which were undetectable prior to such Transaction and Customer has certified this to The Company in accordance with appropriate procedures and appropriate proof has been presented.

18. Liability

18.1. The Company is not liable to Customer for unauthorised Transactions under any circumstances when Customer/Cardholder has intentionally or upon negligence acted fraudulently/illegally, including by violating the requirements of present Card T&C or applicable laws and regulations, including for example, failure to take actions necessary for ensuring the secrecy, safety and security of Card and authentication elements (Card details, PIN code, Security Code, etc.) related to the Card or Card Account accordingly.

18.2. Customer will be liable for all losses incurred as a result of the use of the Card, including, illegal use of the Card and in cases of unauthorised Transactions, if the Customer/Cardholder has acted illegally, fraudulently, with negligence, including in violation of present Card T&C, in violation of Section 11 "Keeping Card safe" hereof, as well

as failing to immediately perform actions of section 12 “Loss of theft of Card”. Failing to timely notify The Company of any change in communication details of Customer/Cardholder (including mobile phone number and email address, address) shall equally constitute negligence of Customer/Cardholder in relation to performance of their security obligations under these Card T&C.

18.3. The Company shall not be liable for:
- Goods or services purchased with the Card, including their quality, characteristics, safety, legality or any other aspect;
- Refusal of any merchant/third party to accept Card as a means of payment, their refusal to accept a Transaction or failure to cancel an authorization or preauthorization;
- Any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- Any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond The Company’s control, or beyond its best efforts, including but not limited to, a fault in or failure of data processing systems;
- Suspending, restricting or cancelling the Card or refusing to issue or replace the Card;
- Any losses of Customer due to restrictions or limits set forth by a merchant/third party affecting use of the Card as a means of payment or interfering with the interests of Customer/Cardholder, subjective or otherwise;
- Any terms, contracts, products or services agreements, business legal or other relations, between Customer/Cardholder and third parties (including those entered into or that may be entered into, those rendered or that may be rendered to Customer/Cardholder or Partner or any other third party), including provision or non-provision, characteristics, legality, any representations, statements or misstatements, actions omissions or inactions, applicable prices, fees, charges, levies, taxes, payments and such other similar arrangements, or any other aspect;
- Any acts or omissions that are a consequence of The Company’s compliance with applicable requirements, laws and regulations;
- Where the Cardholder/Customer acted with undue delay, fraudulently, intentionally, illegally or with negligence.

18.4. Any dispute with a merchant (or person involved in a Card Transaction) in relation to goods and services or any Card Transaction shall be considered a dispute between Customer/Cardholder and the merchant (or such person) and should be addressed to merchant (or such person) directly by Customer/Cardholder.

18.5. Any dispute concerning any Transaction between the Cardholder/Customer and a merchant or any third party, shall not in any way affect the Customer’s liability to pay The Company any sums or liabilities arising out of and/or connected with such Transaction and no claim or counter claim by the Customer/Cardholder against any merchant or third party shall be a defence or counterclaim against The Company.

18.6. Card Account will only be credited with a refund in respect to Transaction under the procedures laid down in these Card T&C.

18.7. Customer is responsible for timely submission of documents and information and for the authenticity, correctness, completeness, validity of documents and information submitted to The Company. In case of submission of incomplete, false, wrong, invalid documents and information or untimely submission thereof, The Company shall not be responsible for losses of Customer/Cardholder. If losses are inflicted upon The Company as a result of said circumstances, Customer shall indemnify The Company in full.

18.8. Customer shall be liable for any loss, damage, expense or cost that The Company determines it has suffered as a result of any breach of Agreement by Customer and/or Cardholder.

18.9. Customer is informed that The Company also uses third parties' services to ensure rendering of the service, other services of The Company and related matters. The Company is not responsible for losses and inconveniences of the Customer/Cardholder, should this be a result of third parties' acts or omissions.

18.10. To the extent permitted by applicable law, The Company’s liability shall be limited as follows:

18.10.1. Where a Card is faulty due to The Company’s fault, The Company’s liability shall be limited to the replacement of the Card;

18.10.2. In case of a wrongly executed transaction due to The Company’s fault and subject to the procedures laid down in these Card T&C, to the refund/payment to Customer of an equivalent amount.

18.11. In any event, no liability of The Company arises for any losses suffered by or failure to comply with its obligations vis-à-vis Customer or Cardholder:

18.11.1. If this is connected with force majeure circumstances, due to abnormal or unforeseen circumstances outside The Company’s control the effects of which cannot be avoided despite The Company’s efforts to the contrary, and/or;

18.11.2. Where such non-compliance or circumstance is due to obligations under applicable requirements, legal obligations, laws and regulations.

18.12. Customer and The Company, in the amount of their individual rights and obligations, are liable for the execution of the Agreement, including the present Card T&C, and the compensation of losses directly caused to the other Party.

18.13. This Agreement is concluded between The Company and Customer. Authorised Cardholder(s) of Customer is(are) not party to this Agreement; therefore, The Company is not liable to authorised Cardholder(s) for any demands.

18.14. Any obligation arising out of this Agreement may at any time and at the absolute discretion of The Company be set-off against any of the Customer’s Accounts or funds maintained with The Company.

19. Examination of claims and complaints

Inquiries and complaints

19.1. The Company has in place a mechanism for dealing with any complaints from Customers. All complaints will be subject to The Company’s Complaints Policy, the terms of which form an integral part of these Card T&Cs and can be found on The Company’s website.. Customers are deemed to have reviewed the terms of such policy prior to submitting the Application to The Company.

Transaction claims

19.2. Where The Company considers, after due consideration of any claim submitted by the Customer, that the sum paid in respect of the Transaction should be repaid, it will do so once the matter has been fully considered. The Company shall inform Customer of the progress in of the examination of the claim and shall reply to any request in this regard submitted by the Customer within the timelines set out in the Complaints Policy.

19.3. Upon receipt of a claim from Customer/Cardholder by which Customer/Cardholder contests/denies authorisation of a Card Transaction, The Company shall perform initial examination of the claim.

19.4. If upon initial examination of the claim The Company has reasonable suspicions that Customer/Cardholder has acted illegally, fraudulently, negligently, including, by failing to comply with security obligations, including of the authentication elements (such as PIN, Security Code etc.)

and/or the Transaction has been approved in accordance with the provisions of these Card T&C, The Company is entitled not to repay Customer the sum of the contested Transaction(if applicable), and also to inform of suspicions to the supervisory and law enforcement authorities. In the case referred to in this provision, Customer/Cardholder has the obligation to prove the soundness of the claim.

19.5. If the claim is submitted by Customer-Consumer, upon evaluating the type of approval of the Transaction, the claim initially seems justified, The Company shall repay the sum of the unauthorised Transaction not later than within the next working day. The foregoing shall not apply to Corporate Customers or in case the service provider of the payee is located outside the EEA. However, The Company, upon its own initiative, may continue to examine both such claims and claims submitted for other reasons, and the repayment of the sum of Transaction to the Customer may not be deemed as the admittance of the responsibility of The Company for the unauthorised Transaction or other circumstances referred to in the claim.

19.6. If by continuing to examine the claim after repayment of the sum of Transaction, The Company finds that the claim was not justified or Customer is not entitled to the refund, The Company is entitled to withdraw the repaid sum from the Card Account and/or any Account(s) and/or funds of Customer with The Company, if at the moment of withdrawing the respective sum is not available in the Card Account of Customer.

19.7. The Company is entitled to charge fees specified in the Card F&C in force for treatment of an unjustified claim.

19.8. If Customer/Cardholder provides false, misleading or incomplete information or takes other abusive actions when submitting the claim, The Company is entitled to withhold costs and losses from any Account/funds of Customer if The Company has incurred such in the process of examining the claim.

19.9. Customer and Cardholder undertake to provide The Company with all information requested in a timely manner and cooperate in full during the examination of the claim, including in cases, when The Company has repaid to Customer the sum of the contested Transaction.

19.10. A claim will be considered to be received on the respective working day, if Customer/Cardholder submitted it and The Company accepted it until 13:00 Cyprus time. Claims submitted after the specified time and also on weekends and public holidays shall be considered to be submitted on the following working day. A claim shall only be considered accepted once The Company has obtained all requested and relevant information from Customer/Cardholder to proceed with its examination and treatment and actions specified in this section. Incomplete or incomprehensive claims cannot be treated.

19.11. When submitting a claim regarding authorisation, Customer/Cardholder undertake to immediately stop the operation of the respective Card, via the SMS command to block the Card or, if this is not possible by immediately notifying The Company to block the Card via User Interface or customer service as may be provided (including the procedure in section 12 “Loss or theft of Card” of these Card T&C). If The Company finds that the Customer/Cardholder has failed to observe the requirement to block the Card, The Company has the right to block the Card independently. Failure to block the Card immediately shall be considered material in connection with observing security obligations by Customer and Cardholder.

19.12. The Company is entitled to unilaterally close the claim procedure by deeming it erroneously commenced and inform the Customer thereof, when the information provided by the Customer/Cardholder is unclear, incomplete, delayed, false or misleading and the Customer/Cardholder cannot be contacted or contacted in a timely manner through contact details specified by the Customer/Cardholder.

19.13. In order to ensure the possibility of examination of claims, any documents certifying the Transaction should be kept by Customer for presentation to The Company for at least 6 (six) months.

19.14. In case a Customer-Consumer authorised a Transaction and the Transaction was initiated by a merchant, and Customer-Consumer submits a claim for its refund to The Company, The Company shall refund the full amount of the Transaction debited from Card Account if the following cumulative conditions are met:

- Customer submits the relevant claim to The Company within 8 (eight) weeks from the date of debiting the Card Account with the Transaction amount
- The payment service provider (acquirer) of the merchant is located in the EEA
- The authorisation did not specify the exact amount of the Transaction
- The amount of the Transaction exceeds the amount Customer (Cardholder) could reasonably have expected, taking into account his previous spending patter, the circumstances of the Transaction, the conditions of this Agreement, except where this is due to currency conversion difference in relation to the Transaction.

19.15. Customer's claim for the refund must be accompanied by all necessary evidence that conditions referred to above are met.

19.16. The Company shall either refund the amount within 10 business days of receipt of a justified claim accompanied by all necessary evidence or provide a justification for refusal. In the latter case, Customer is entitled to follow complaint-handling procedures referred to in provision 19.1 above.

19.17. The Company shall not refund the amount if the Cardholder gave his consent to execute the transaction or information on the future Transaction was provided or made available to Customer/Cardholder at least 4 (four) weeks prior to the date on which the Card Account was debited.

20. Term and termination

20.1. In case of several Card Accounts and/or Cards, this Agreement shall apply independently to each such Card Account and Card.

20.2. Agreement is concluded for an indefinite term (unless otherwise stated in prevailing Additional Terms) and shall continue to be in force until it is terminated by Customer or The Company under the provisions herein, the GTC, and/or under applicable terms and conditions established by The Company which govern relationship of Customer and The Company and provision of services.

20.3. All unsettled obligations of Customer in connection with Card Account and Card shall survive termination and shall be governed by these Card T&C until settled to The Company in full.

20.4. Customer is entitled to terminate Agreement at any time by submitting a written notice to The Company using User Interface, or communication channels (by email/in hard copy to The Company's address). The Company closes Card within 40 (forty) days after receipt of the notice of termination. In case of termination of relevant Card Account, it shall be closed simultaneously with Card.

20.5. The Company is entitled to terminate this Agreement at its absolute discretion with two (2) months’ notice. In relation to Corporate Customers, The Company is entitled to terminate this Agreement at its absolute discretion with immediate effect.

Upon notice of termination from either Party to the other:

20.6. Customer is obliged to ensure adequate funds are maintained on the Card Account under closure to meet any obligations to settle transactions which may arise from the use of Card and Card Account prior to the termination notice and which have not been presented by relevant institutions to The Company for payment before the termination notice.

20.7. Customer shall ensure that any pending payments, subscriptions and similar Transactions related to the Card and Card Account are cancelled.

20.8. Customer shall maintain his Current Account open during Card Account and Card termination procedures, where Customer maintains or is required to maintain separate Current Account under relevant procedures.

20.9. The Company is entitled to block the Card and Cardholder shall be prevented from executing Card Transactions as well to block all or part of funds on Card Account. In case funds on Card Account are insufficient to settle liabilities of Customer to The Company arising out of use of Card and Card Account, Customer authorizes The Company to settle said amounts by debiting any other Account(s) and/or funds Customer maintains/or held with The Company.

20.10. The Company is entitled at its own initiative to suspend for any period reasonably required and/or close any Card and/or Card Account and to terminate the Agreement unilaterally without notice in any of the following cases:

- All Agreements under these Card T&C in respect to all Card Accounts and Cards shall be terminated automatically in case (all) Account(s) of the Customer with The Company are closed or being closed for any reason (i.e. in case of termination of business relations with Customer)
- The Company terminates issuance or provision of Card services; or of service in relation to a certain Card Product or type of Card
- Customer/Cardholder fails to fulfil this Agreement
- When Customer/Cardholder breach of any terms of Card T&C, GTCs or any other agreement or terms referenced herein or which are otherwise communicated by The Company to the Customer, including by way of publishing same on The Company's Website
- When Customer fails to settle negative balance on Card Account, fails to pay fees and charges, or any amount to The Company by virtue of the Card T&C or another agreement or terms
- If Customer/Cardholder fails to meet other obligations towards The Company under this Agreement or any other agreement or terms
- In case of suspicion or discovery that Customer/Cardholder has submitted false or misleading information or documents to The Company
- If The Company suspects or possesses information of Customer's/Cardholder's potential or actual involvement in illicit activity, and/or other negative information about the Customer/Cardholder, which may damage The Company, The Company's reputation, and/or is counter to requirements, laws and regulations
- If The Company reasonably believes that the Customer and/or Cardholder have used or are likely to use The Company services, or allow them to be used, in breach of Card T&C, applicable requirements, laws and regulations, or to commit an offence or fraud or unlawful action
- Funds on Card Account are at risk of fraud or misuse
- In case of extraordinary circumstances which can affect the safety, security or confidentiality of the Customer's and/or other Customers' Accounts/Cards with The Company, and/or The Company, affiliated and related companies, business partners of the Company;
- There is no active Card attached to Account or if the Card is not activated within six (6) months after its issue or another period determined by The Company
- In case of natural persons, where Customer/Cardholder is deceased
- In case of Customer's bankruptcy, liquidation or proceedings or circumstances that may affect Customer's ability to meet financial obligations
- By order/decision/requirement of a court, regulatory, law enforcement, any other official authority
- Where the rights or obligations of The Company to terminate Agreement arise from applicable requirements, laws and regulations.

In case of termination on whatever ground either by Customer or The Company:

20.11. It is the Customer's and Cardholder's obligation to destroy the Card and Card data securely.

20.12. Customer has the obligation to make all of the payments stipulated in the Agreement, which are outstanding as of the moment of its termination in full, and Customer shall settle in full any debit balance on Card Account and liabilities towards The Company.

20.13. In case of termination of relevant Card Account, it shall be closed simultaneously with Card.

20.14. **If in case at the time of termination there is remaining balance on the Card Account** such balance shall be transferred, to Current Account of Customer or to Customer's other account subject to procedures, less fees and charges and any amounts payable to The Company by Customer, provided that:

- Customer and/or Cardholder have not acted fraudulently, illegally or with negligence or in such a way as to give rise to a reasonable suspicion of fraud, illegal actions or negligence, and
- The Company is not required to withhold the balance by virtue of legislation, order or instructions of a court, law enforcement or any authority. Further information concerning redemption of funds is set out in GTC Section 1: Account Closing).

20.15. If, following transfer of the balance, any further Transactions are found to have been made or charges or fees incurred using the Card/Card Account occurred or The Company receives a request for a reversal of any prior transaction, The Company will debit such amount from Current Account or any Account/funds of the Customer maintained with The Company or, in case there are insufficient funds on Customer's Current Account(s) or any Account or the Customer does not have any open Account(s)/funds, The Company will notify the Customer of the amount and the Customer shall immediately settle to The Company such amount on demand as a debt.

20.16. Termination of the Agreement due to any reason does not release the Customer from the obligation to pay to The Company all amounts due to The Company, compensate inflicted losses, as well as to execute all of the requirements ensuing from the Agreement but outstanding as of the moment of its termination. For avoidance of doubt, termination will not affect the Customer's liability to The Company existing at that time and, upon termination, The Company may require the immediate repayment of all amount owed, where applicable.

20.17. In case Card/Card Account has been issued/opened for Customer-Consumer referred by Corporate Customer (e.g. on the basis of employment or contractual relations), The Company may terminate this Agreement immediately at any time without notice if:

- Such Customer-Individual and Corporate Customer are no longer in relations on the basis of which Card/Card Account has been issued/opened to Customer-Consumer
- Such Corporate Customer is no longer a Customer/in business relations with The Company.

21. Amendments

21.1. The Company has the right to amend, revise or supplement at any time unilaterally at its discretion these Card T&C and/or Card F&C and/or GTCs, as well as any document which supplements the aforementioned, including other terms and procedures as referenced herein or otherwise communicated by The Company via a means and manner it deems adequate, including by way of publishing on The Company's Website.

21.2. Updated versions of the Card T&C, Card F&C or any other document shall take effect on the date set forth by The Company.

21.3. Any amendments which concern payment services shall be notified to Customer 2 (two) months prior to the date of their entry into force. Where Customer is a Corporate Customer, any amendments may take force without prior notice.

21.4. Amendments, revisions, supplements which do not concern payment services may take immediate effect without prior notice. Wherever possible, Customer will be informed in advance of such amendments, and The Company reserves the right to inform Customer at the earliest opportunity following such amendments.

21.5. Amendments, revisions, supplements to Card T&C, Card F&C and any other documents and procedures may be made without advance notice and shall take effect immediately or at any date set forth by The Company in cases such as:

- new features, new products, new services
- necessary revisions due to legal and regulatory provisions
- requirements or instructions or arrangements of/with competent authorities, Card Associations and payment processing parties
- amendments caused by circumstances beyond The Company's control without which the provision of services may be impacted, limited, impossible
- changes favourable to Customer,
- security requirements and measures,
- correction of errors,
- visual changes, document structure and format, titles and names of documents
- links and references, titles of documents
- change of working hours and days
- updates to information regarding The Company and services
- Amendments that do no impact rights and obligations of The Company and/or Customer

21.6. Subject to relevant requirements and procedures, the means by which The Company will notify Customer of amendments will be by making available the updated versions on The Company's Website , via User Interface, or by transmitting such notification to Customer by email with the updated version or with a reference to the location of the updated version on the Website or via User Interface. Such means shall be considered an effective way of communicating The Company's proposed amendments to Customer.

21.7. Upon Customer's request, The Company shall provide the updated version of the relevant document in paper form.

21.8. Every proposal of The Company to amend this Agreement, Card T&C, Card F&C or relevant document shall be deemed accepted by Customer if he fails to notify his non-acceptance before the proposed effective date of the amended version. In case of non-acceptance, Customer is entitled to terminate the Agreement with The Company immediately and in any event prior to the proposed effective date of the amended Agreement, immediately making all payments resulting from the Agreement in full. Termination under such circumstances shall be free of charge in case of Customer-Consumer.

21.9. Customer and Cardholder shall be regarded as having in full read and understood any amended or updated document on the day when the aforementioned document (including any supplements) was made available for the first time. The Company bears no responsibility for any loss or expense of Customer/Cardholder in case they failed to familiarise themselves with the relevant updated document.

22. Communication

22.1. Notices, notifications, communication and other information under this Agreement are sent or made available by The Company to Customer/Cardholder, where and as applicable, as deemed appropriate by The Company, either:

- Via User Interface
- To email address(es)
- To postal address(es)
- By telephone number, via SMS
- By making available a document through the internet, via The Company's Website and online resources.
- Through use of other communication channels deemed appropriate by The Company for the respective communication or submitted to Customer/Cardholder in person.

Notices/notifications/communication/information by The Company to Customer in any one of the methods of communication shall be deemed sufficient. Any information which must be provided to the Customer pursuant to applicable law shall be provided in the manner specified herein.

22.2. The Company shall use the contact details of Customer/Cardholder as provided to The Company in the Application or during validity of this Agreement, and any notice/notification/communication shall be deemed received by Customer at the time of its transmission by The Company.

22.3. The Company shall not be liable for non-receipt due to fault/act/omission of third parties or in case Customer failed to update contact details of Customer and/or Cardholder with The Company in case of any change.

22.4. Subject to the provisions of this Agreement, Customer may communicate with The Company using User Interface, via email address provided to Customer, via specific forms on The Company's Website. Correspondence in hard copies shall be delivered by hand or by post to the following address: Unlimit EU Ltd, 125 Georgiou Griva Digeni, Limassol 3101, Cyprus.

22.5. The Company must be notified in writing, via User Interface, or to an email address or means that may be provided to Customer/Cardholder for this purpose from time to time by The Company, of change in contact details (including address, email address, telephone numbers and mobile phone number of Customer/Cardholder). Failure of Customer/Cardholder to act pursuant to this provision shall constitutes negligence and material in relation to Customer/Customer's obligations under this Agreement, including in respect to observance of security measures.

22.6. In case of authorised Cardholder, as soon as Cardholder receives any notification from The Company under this Agreement, he shall notify and transmit the notification to Customer. Customer shall be deemed aware of all notices/notifications/communication/information transmitted between Cardholder and The Company. This provision shall apply vice versa where the Customer shall notify and transmit and shall be deemed to have transmitted all notices/notifications/communication/ information under this Agreement to authorised Cardholder.

23. Obligations of Customer

23.1. Customer undertakes to:
- Familiarise himself, and authorised Cardholder, with the Card T&C, Card F&C, GTCs, and any additional terms, amendments, supplements, documents of whatever type referenced herein or otherwise communicated by The Company, including by way of publishing on The Company's Website.
- Observe and fulfil Agreement in good faith and, in case of authorised Cardholder, ensure Cardholder's observance thereof.
- Ensure execution of Customer's and authorised Cardholder's obligations under this Agreement.
- Keep track of the use of Card and Card Account.
- Ensure that Card is used only by Cardholder specified in the Application.
- Immediately make all payments to The Company resulting from Agreement and any other agreements between Customer and The Company, and ensure availability of respective funds on Card Account.
- Frequently visit and consult The Company resources including Website, User Interface and information/documents and updates.
- Inform The Company in advance if possible, and immediately in case of change of Customer's/Cardholder's contact details (including address, email address, and all relevant details, as well as Cardholder's mobile phone number linked to the Card).
- Immediately, but not later than within 30 (thirty) calendar days from the day when the respective circumstances come into force, notify The Company of any changes that concern information/documents that are submitted to The Company (including any changes to identification and other information in relation to Customer and Cardholder by submitting documents attesting the changes in accordance with The Company's procedures in force. In case of change of name and/or surname of the Customer/Cardholder, a new Card is issued on the grounds of the Customer's application and subject to fees and charges in force.

23.2. Nothing releases Customer from due execution of Customer's obligations under the Agreement or otherwise releases or postpones Customer from the due performance of its obligations.

24. Support services

24.1. Card Account and Card can be managed by Customer via User Interface within User Interface functionality.

24.2. **Card can be managed by Cardholder via SMS-services** functionality. Blocking and activation of Card is supported 24/7 via SMS-services.

24.3. General working hours of The Company are 9:00–18:00 Cyprus time, except public (national and banking) holidays of the Republic of Cyprus.

24.4. The Company may also publish special contact details/make available a contact form on its Website.

24.5. Customer and Cardholder are advised to check The Company's website regularly.

25. Miscellaneous

25.1. Your information. All documents and information that The Company receives in connection with the Application and/or during the term of validity of this Agreement are stored by The Company. The Company ensures processing of personal information in accordance with The Company's Privacy Notice in force, which this Agreement should be read together with and which is available on The Company's Website and shall be reviewed by Customer and Cardholder.

25.2. Singular/plural. Unless the context requires otherwise, words in singular shall include the plural version and vice versa, and the male/female/neutral gender includes the others.

25.3. Headings. The headings in these Card T&C are for convenience only and shall not to be considered in connection with the interpretation or enforcement of these Card T&C.

25.4. Severability. If any provision in these Card T&C is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws and regulations, such provision will be deemed amended to conform to applicable laws and regulations so as to be valid and enforceable, or if it cannot be so amended without material altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of these Card T&C shall not be impaired or affected in any way.

25.5. Effective legal and regulatory enactments of Cyprus, including but not limited to the Payment Services Law and the Electronic Money Law, as amended from time to time, are applied to certain provisions of these Card T&C. In case of inconsistency with applicable legislation, due to an amendment of existing laws or potential conflict with current laws, the applicable legislation shall prevail. The Company shall make necessary amendments/corrections of the Card T&C in their next revision.

25.6. Governing law and jurisdiction. These Card T&C and the business relations they regulate shall be governed by and construed in all respects in accordance with the laws of the Republic of Cyprus, and shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

25.7. Corporate opt-out. Corporate Customer agrees that articles 62(1), 64(3), 64(4), 72, 74, 76, 77, 80, 89, and timeframe of article 71 of the Payment Services Law shall not apply to this Agreement, and that the relevant provisions of these Card T&C and/or those of any other supplementing terms and documents shall prevail.

25.8. Information on Agreement laid down in Payment Services Law and the Electronic Money Law are available to the Customer in accordance with these Card T&C and Card F&C as well as documents that supplement them, including GTCs, including the Current Account terms and conditions. The Company may but shall not be obliged to make available information to Corporate Customers, which it has an obligation to provide to Consumers according to the Payment Services Law and Electronic Money Law. Corporate Customer agrees that the provisions of these Card T&C and/or any other supplementing terms and documents of The Company shall prevail relevant articles including articles of Part III of the Payment Services Law which shall not apply to this Agreement.

25.9. Assignment. The Company may without the consent of the Customer assign its rights and obligations arising from the Agreement. The rights and obligations of the Customer arising from the Agreement may not be assigned without the prior consent of The Company.

25.10. Waiver. Failure of The Company to exercise its rights arising from any provision of the Agreement shall not constitute waiver of The Company's rights.

25.11. The Company does not guarantee that systems such as remote management systems and access to Card Account and Card, User Interface, SMS-services, processing systems, communication systems will be continuous, error-free and uninterrupted. Customer's and Cardholder's ability to use or access Card Account and Card of other systems and services may occasionally be interrupted for system maintenance, upgrades, security reasons, or due to extraordinary circumstances and similar events. Wherever possible, The Company will inform of the circumstances in advance.

25.12. Force majeure. The Company shall not be liable for any delays or failure to perform its obligations under the Agreement due to causes beyond its reasonable control. Such delays and failures include, but are not limited to an act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural catastrophe, epidemic/pandemic, electrical, internet or telecommunication outage, governmental legislation, acts, orders, or regulation, strikes, act is of the third parties, payment services providers, payment systems, participants, courts, authorities, Card Associations, break-downs, faults or errors of computer and IT systems and other means of communication, power failure, denial-of-service attack; other event outside its reasonable control.

25.13. Language. The language of the Agreement is English. Any translations are for convenience only and do not bear legal power. The Agreement is made in English and any communication, notice, notification thereunder shall be made in English. Customer acknowledges that English is the customary language in the European and international payments sphere.

26. Separate Terms offered through by third parties

Where Customer uses additional services or products made available by third parties and not The Company or the Partner, the Customer will be subject to the following Separate Terms depending on which type of functionality chosen. Such separate terms and conditions are made available on the Website.