



## Card Terms and Conditions

These Terms and Conditions apply to your use of the Card. Please read them carefully and keep a copy for your records. You can ask us at any time for a copy of these Terms and Conditions, our current rates of Fees and the current Usage Restrictions by contacting us using one of the Contact Methods. You can also obtain a statement of recent Transactions made by you using the Card by referring to the dashboard section of the WEB UI or by contacting us using one of the Contact Methods.

The Card is issued by Wirecard Card Solutions Limited, an Electronic Money Institution authorised and regulated by the Financial Conduct Authority in the United Kingdom and a member of VISA Inc. Further details about Wirecard Card Solutions Limited can be found in the 'definitions' section below.

Program Manager ("PM") is responsible for publishing, operating and maintaining the WEB UI. PM also acts as a data controller in respect of certain aspects of your personal data. For full details of how PM and/or Wirecard Card Solutions Limited will manage your data, please refer to clause 15 below

and: <https://www.wirecard-cardsolutions.co.uk/privacy-policy/>

In these Terms and Conditions:

**"ATM"** means an automated teller machine or cash dispenser bearing the VISA card and/or V Pay acceptance mark;

**"ATM Transaction"** means a transaction in relation to a KYC 3 Pro Account carried out at an ATM to withdraw cash;

**"Business Day"** means any day (other than a Saturday or Sunday) on which banks in the Netherlands are open for normal banking business;

**"Card"** means the card issued by Wirecard in your name and which is linked to the WEB UI. The Card is an electronic money product regulated by the Financial Conduct Authority - it is a payment card and not a credit or debit card and it can be used by you to make Transactions. For clarity, a Card does not need to be physical (i.e. plastic) pre-paid card. For more details about your Card including how you can use it, please refer to clause 3 below;

**"Card PIN"** means the unique personal 4-digit identification number which is associated with your Card and which can be used to authorise Transactions;

**"Contact Methods"** means the methods by which you may contact us:

- **Service Hotline:** +31 (0)20 888 50 55. This is the phone number available from Monday to Friday inclusive (09:00 to 17:00 CET) which you can call if you have any queries about your Card or wish to make a complaint. Standard local-call rate charges apply when calling the Service Hotline from a landline in the Netherlands although you may be charged more if you are calling this number using your mobile phone or if you are abroad.
- **Lost or Stolen Hotline:** +31 (0)20 888 50 55. This is the phone number available 24 hours a day 7 days a week which you can call if you need to report your Card as lost or stolen. Standard local-call rate charges apply when calling the Lost or Stolen Hotline from a landline in the Netherlands although you may be charged more if you are calling this number using your mobile phone or if you are abroad.
- **Service Email:** [service@pay2d.nl](mailto:service@pay2d.nl).

**"E-Commerce Transaction"** means a transaction initiated by you to purchase goods or services over the internet and which, for the avoidance of doubt, includes any such transactions initiated through a mobile device;



“Fees” means the fees which we may charge you from time to time for us operating and you using your Card which form part of these Terms and Conditions as set out in the Annex to these Terms and Conditions. These may include:

- fees for using your Card to execute Transactions; and/or
- fees for replacing a lost or stolen Card.
- administration fees

We may also charge you reasonable fees for undertaking investigations where you request that a Transaction is refunded and where the circumstances outlined in clause 8.3 apply;

The amount of Fees can change over time and the applicable Fees at any time can be found in the dashboard section of the WEB UI or you can ask us for a copy of our current Fees using one of the Contact Methods;

“KYC” means identity verification performed on you by conducting electronic verification of your details or by you providing documentations of identity, as required by English and/or Dutch law;

“KYC 1 Basic Account” means the most basic level of account which only requires a mobile phone number in order to be activated;

“KYC 2 Plus Account” means a more sophisticated account than a KYC Level 1 Account (including top ups and bank transfers) and where the customer has provided more personal details than is required for a KYC 1 Basic Account;

“KYC 3 Pro Account” means an account which belongs to a consumer who is fully verified by providing additional personal data to that required for a KYC 1 Basic Account and a KYC 2 Plus Account. KYC 3 Pro Account customers are entitled to additional services and higher limits than are available under a KYC 1 Basic Account and a KYC 2 Plus Account;

“POS Transaction” means a transaction initiated by you to purchase goods or services at a point of sale;

“Privacy Policy” means Wirecard’s privacy policy which, together with these Terms and Conditions, describes the basis upon which any personal data we collect from you, or that you provide to us, will be processed, handled and shared by us, as may be amended from time to time in accordance with its terms and as further explained and defined in clause 15 of these Terms and Conditions;.

“Terms and Conditions” means these terms and conditions and includes the current Fees and Usage Restrictions set out in the Annex below. The Privacy Policy also applies to the relationship between us but does not form part of the Terms and Conditions;

“Transaction” means any transaction which can be executed using your Card including a POS Transaction, an E- Commerce Transaction and/or an ATM Transaction;

“Usage Restrictions” means the usage restrictions applicable to your Card from time to time which form part of these Terms and Conditions, as set out in the Annex. The Usage Restrictions applying at any time can be found in the dashboard section of the WEB UI or you can ask us for a copy of our current Usage Restrictions using one of the Contact Methods;

“User”, “you” or “your” means the person who (with the exception of a KYC 1 Basic Account) is identified as having applied for the Card through the registration with us of your full name, date of birth, residential address, email address and mobile phone number;

“WEB UI” means the website of pay2d: [www.pay2d.nl](http://www.pay2d.nl); and



“Wirecard”, “we”, “us” or “our” means Wirecard Card Solutions Limited, a company registered in England and Wales with company number 07875693 and authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (register reference 900051) for the issuing of electronic money. Wirecard’s registered office is at Grainger Chambers, 3-5 Hood Street, Newcastle-upon-Tyne NE1 6JQ.

## 1. Applying for the Card

- 1.1 To apply for a Card (whether physical or virtual), you must be at least 18 years old (other than for a KYC 1 Basic Account which has no age limit) and be resident in the Kingdom of the Netherlands.
- 1.2 Where we are not able to verify your identity in accordance with the relevant steps set out in this clause below (excluding the KYC 1 Basic Account which is an anonymous account), we may ask that you provide further supporting documentation including scanned copies or photos of identification documentation (either your passport or driving licence) and proof of your residential address until we are able to verify your identity successfully. If we are unable to verify your identity based on the documentation you have provided, in certain circumstances we may ask you to provide certified copies of the supporting documentation to help us verify your identity.
- 1.3 If you have not completed any of the relevant steps set out below, you cannot complete the Card application process. Virtual Product
- 1.4 You must sign up on the WEB UI in order for a KYC 2 Plus Account to be created. As part of this process you will be asked to:
  - (a) create an account by entering a login name (which will form your WEB UI username) and read and accept the PM privacy policy;
  - (b) provide personal details (including your full name, date of birth, residential address and mobile phone number) so that we may verify your identity;
  - (c) provide your bank account number; and
  - (d) set a WEB UI password and read and accept these Terms and Conditions and our Privacy Policy.
- 1.5 You may upgrade your account from a KYC 2 Plus Account to a KYC 3 Pro Account by providing the additional personal data and completing the defined upgrade process via the WEB UI. The documents would then be reviewed by the PM before the KYC level is changed.

### Plastic Product

- 1.6 In order for a KYC 1 Basic Account to be created you will be asked to provide your mobile phone number when you purchase a Card. By purchasing the Card you will also have accepted these Terms and Conditions.
- 1.7 If you wish to upgrade a KYC 1 Basic Account to a KYC 2 Plus Account, you will be asked to:
  - (a) provide a login name for the account (which will form your WEB UI username) and read and accept the PM privacy policy;
  - (b) provide personal details (including your full name, date of birth, residential address and email address) so that we may verify your identity; and
  - (c) provide your bank account number.
- 1.8 In order for a KYC Level 3 Account to be created you will need to provide the documents listed above for a KYC 1 Basic Account and a KYC 2 Plus Account plus additional documents which you will be asked to upload via the WEB UI. The documents would then be reviewed by the PM before the KYC level is changed.



## 2. Activating your Card

### 2.1 Virtual Product

Subject to satisfactory completion of the application process set out in clause 1 above, your account will be created and available for use including to top up, process E-Commerce Transactions or use a registered bank account to send money to it. However account creation will not result in card issuance. Card issuance will be triggered automatically after the first top up. The virtual product will consist of a virtual VISA card only; the card details (such as card number, expiry date, CVV) will be visible in the WEB UI. You will be provided with the opportunity to order a personalised plastic card by using the WEB UI, in accordance with the costs specified in the Annex.

### 2.2 Plastic Product

When you purchase your Card, you must activate your Card via the WEB UI or by SMS. By activating your Card and logging in to the WEB UI you will be able to retrieve the Card PIN for your Card. The Card PIN will be displayed in the WEB UI and changing it will not be possible. You will only be entitled to one Card under a specific mobile phone number at a time. However, where you have a KYC 2 Plus Account and would like to activate an anonymous KYC 1 Basic Account under the same mobile phone number, this would be permissible provided that the KYC 1 Basic Account is not upgraded to a KYC 2 Plus Account unless the existing KYC 2 Plus Account is closed.

## 3. Using your Card

3.1 Once your Card is activated, and subject to these Terms and Conditions in each case, you can use your Card to pay for goods and services online or (with respect to a physical card) at any physical location (provided VISA and/or V Pay card payments are accepted in each case), or to execute an ATM Transaction. We cannot guarantee that a particular retailer, ATM or online merchant will accept your Card - you must check with the relevant retailer, online merchant or check the ATM signage before attempting to make a Transaction. Your Card is a “chip and pin” card and you will not be able to execute contactless transactions with your Card.

3.2 You should make sure there are sufficient funds available on your Card to cover the amount of a Transaction and any applicable Fees.

3.3 The Fees and Usage Restrictions applying to your Card are set out in the Annex to these Terms and Conditions.

3.4 The cardholder may request from the Bank at any time during the term of the card agreement payment in full or in part of the credit balance on their card account to a registered bank account nominated by the cardholder (redemption). Payment of a credit balance may only be requested to the extent that it has not already been blocked for card transactions that have already been authorised. Redemption requests can be made in the WEB UI. Where the redemption amount is EUR 1,000.00 or more, the cardholder must upgrade to a KYC 3 Pro Account before redemption can take place. For redemption requested by the cardholder prior to expiry of the card agreement or more than one (1) year after the end of the card agreement, fees may apply in accordance with the Annex to these Terms and Conditions.

## 4. Authorising Transactions

4.1 You will be asked to authorise each Transaction at the time it is initiated by you through the Card. A Transaction will be regarded as authorised by you where you:

- (a) authorise a POS Transaction by following the instructions provided by the merchant or retailer to authorise the POS Transaction which might include: (i) entering your Card PIN; (ii) signing a sales voucher; (iii) providing the Card details and/or providing any other details as requested; (iv) inserting your Card into a card reading device for the purpose of making a payment; (v) swiping your Card through a card reader;
- (b) authorise an E-Commerce Transaction by following the instructions provided by the merchant or retailer to authorise the E-Commerce Transaction and by providing the Card details and/or any other details as requested; or
- (c) authorise an ATM Transaction by inserting your Card and entering your Card PIN to request a cash withdrawal.



- 4.2 Subject to clause 4.3 below, you can withdraw or revoke your authorisation for a Transaction at any time until the authorisation is received by us using one of the Contact Methods. Authorisation for a Transaction may not be withdrawn or revoked by you once it is received by us although in the case of a POS Transaction, the merchant may give you a refund.
- 4.3 Your authorisation for a POS Transaction, an E-Commerce Transaction or for an ATM Transaction will be received by us at the time we receive the POS Transaction or E-Commerce Transaction instruction from the merchant acquirer or at the time we receive the ATM Transaction instruction from the ATM operator, respectively. All of these authorisations will be received by us almost instantaneously and it is unlikely that you will be able to withdraw your authorisation for a Transaction before this time.
- 4.4 Subject to clauses 4 and 5 of these Terms and Conditions, where a POS Transaction or an E-Commerce Transaction:
- (a) is to be made in a currency which is Euro, we shall ensure that the payment will be credited to the recipient's account by the end of the Business Day following our receipt of your authorisation;
  - (b) is to be made wholly within the European Economic Area but in an EEA currency which is not Euro, we shall ensure that the payment will be credited to the recipient's account by the end of the fourth Business Day following our receipt of your authorisation.
- 4.5 You are not allowed to use Your Prepaid Product in situations where it is not possible for the merchant or service provider to obtain online authorisation from Us that You have sufficient balance for the Transaction. For example: transactions at toll roads on trains, ships and some in-flight purchases.
- 5. Blocking your Card and refusing Transactions made with your Card**
- 5.1 We may at any time suspend, restrict or cancel your Card or suspend or restrict access to the WEBUI, or refuse to issue or replace the Card for reasons relating to the following:
- 5.2 we are concerned about the security of the Card that we have issued to you;
- (a) we suspect your Card is being used in an unauthorised, illegal or fraudulent manner;
  - (b) we need to do so to comply with the law of any jurisdiction;
  - (c) you tell us that your Card is lost or stolen as further detailed in clause 8; or
  - (d) if the contract between us has been cancelled as further detailed in clause 6.
- 5.3 Unless informing you would compromise reasonable security measures or otherwise be unlawful, where practicable we will inform you by phone or email, giving our reasons, before suspending, restricting or cancelling your Card or suspending or restricting access to the WEB UI or refusing to issue or replace the Card. If it is not practicable to inform you in advance and unless doing so would compromise reasonable security measures or otherwise be unlawful, we will inform you immediately afterwards, giving our reasons.
- 5.4 We will unblock your Card and/or allow you to recover access to the WEB UI as soon as practicable after the reasons for stopping its use cease to exist and will inform you by phone or email when we have unblocked your Card and/or allowed you to recover access to the WEB UI.
- 5.5 We may refuse to carry out a Transaction:
- (a) if we believe that you are acting in breach of these Terms and Conditions;
  - (b) if we believe that a Transaction is potentially suspicious or illegal; or
  - (c) if we are unable to carry out the Transaction due to errors, failures (whether mechanical or otherwise) or refusals caused by merchants, ATM operators, payment processors, card networks or payment schemes who are processing Transactions.
- 5.6 If we refuse to carry out a Transaction, unless informing you would compromise reasonable security measures or be otherwise unlawful, we will inform you at the earliest opportunity and in any event by the end of the Business Day following the day we have received the Transaction request. Normally we will inform you with an error message on the merchant's or ATM operators' terminal or website and if applicable, a receipt showing that the Transaction has not been successful, although in some instances we may inform you by phone or e-mail. You can contact us using any of the Contact Methods to ask for our reasons for refusing to carry out that Transaction and for an explanation of how you can correct any information we hold that led to our refusal to approve a Transaction.
- 5.7 You may correct any information we hold and which may have caused us to refuse a Transaction by contacting us via any Contact Method.



## 6. Cancelling your Card

- 6.1 The contract between us which is set out in these Terms and Conditions will continue until cancelled in accordance with this clause 6. Your Card (other than a KYC 1 Basic Account) will be valid for a period of 5 years, at which point we may send you a renewal Card. Subject to being upgraded within the year the Card was purchased, a KYC 1 Basic Account will only be valid for a period of one year. If a KYC 1 Basic Account is upgraded to a KYC 2 Plus Account or KYC 3 Pro Account it will be valid for a period of 5 years from the Card's issue date.
- 6.2 You have the right to cancel the contract between us, which is set out in these Terms and Conditions, at any time without notice by contacting us using one of the Contact Methods.
- 6.3 We may cancel the contract with you, with immediate effect, by giving written notice if you break an important part of these Terms and Conditions, including:
- (a) if you break these Terms and Conditions and fail to resolve the matter to our satisfaction in a timely manner;
  - (b) if you act in a manner that is threatening or abusive to our staff or anyone acting on our behalf;
  - (c) if you fail to pay when due any Fees or charges that you have incurred; or
  - (d) in the event of your death or incapacity.
- 6.4 We may cancel the contract with you for any reason by giving you at least 2 months' written notice.
- 6.5 We may also cancel the contract with you with immediate effect and/ or suspend your Card and/or suspend or restrict access to the WEB UI immediately if we believe your Card is deliberately being used by you or anyone else to commit fraud or for other illegal purposes. If we do this, we will tell you by phone or e-mail only to the extent to which we are permitted by law to do so and you must stop using your Card immediately.
- 6.6 Once the contract between us has been cancelled, you will not be entitled to a refund of money you have already spent on Transactions authorised or pending, or any Fees for the use of your Card incurred before the contract between us was cancelled.

## 7. Keeping your Card secure

- 7.1 It is important that you take all reasonable care and precautions to keep your Card safe and you must not allow it to be used by anyone else. You must also keep the username and password applying to the WEB UI and your Card PIN safe and you must not disclose them, or allow them to be used by anyone else.
- 7.2 If your Card is lost or stolen, or if you suspect that someone else knows your username, WEB UI password or your Card PIN, please follow the instructions set out in clause 8 below. If someone else uses your Card without your consent and you have not informed us that it is lost or stolen in accordance with the obligations set out in clause 8, you may lose money from your Card account in the same way as if you lost cash in your wallet or purse.
- 7.3 You will be able to view your Card PIN at any time through the WEB UI by entering your WEB UI password. You must keep your Card PIN and your username and your WEB UI password secret at all times. You should never disclose this security information to anyone. If you suspect that someone else knows your Card PIN or your username and WEB UI password, you should tell us as soon as possible using one of the Contact Methods so that we can give you information on how to change these details.
- 7.4 We have the right to disable any username, WEB UI password or Card PIN, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.
- 7.5 We recommend that you check your Transaction history through the WEB UI on a regular basis to identify any potential unauthorised use of your Card and to check for Transactions which you do not recognise. We will provide you with a statement of Transactions through the WEB UI and you may wish to keep a printout of that statement for your records. Your statement will show:



- (a) information relating to each Transaction which will enable it to be identified;
- (b) the amount of each Transaction shown in the currency in which that Transaction was paid or debited to your Card;
- (c) the amount of Fees for each Transaction (by clicking on the particular Transaction);
- (d) the exchange rate (where applicable) which applied to each Transaction; and
- (e) for each Transaction, the date on which your authorisation was received by us as described in clause 4.3 of these Terms and Conditions

7.6 You can decide whether information about your payment instrument should be actively provided by us (e.g. in monthly statement sent to your email address) or instead made available for you to obtain (e.g. via your online account, without an accompanying email notification).

## 8. Reporting security breaches and unauthorised or incorrectly executed Transactions

8.1 If you know or suspect that:

- (a) your Card has been lost or stolen, or
- (b) your username, WEB UI password or your Card PIN or any other security information is misappropriated or known or used by someone who is not authorised to use it, you must tell us immediately by calling us on the Service Hotline.

8.2 If you think a Transaction that was not authorised by you has been processed or that a Transaction has been incorrectly executed, you must contact us immediately on our Service Hotline, which is available 24-hours a day, 7 days a week. We may ask you to complete a declaration form and return it to us promptly.

8.3 We may investigate your claim that a Transaction has not been authorised by you and, where permitted by law, we may charge a fee for doing so.

## 9. Refunding Transactions

9.1 Provided that you notified us in accordance with clause 8.2 above of an unauthorised or incorrectly executed Transaction without delay and at the very latest within 13 months of the debit date of that Transaction you may be entitled to a refund of that Transaction.

9.2 If the unauthorised Transaction arose from the loss, theft or misappropriation of your Card or of your username, WEB UI password or your Card PIN or any other security information, we will refund the amount involved, minus the amount which you are required to bear, as specified by applicable law.

9.3 If the unauthorised Transaction arose from you acting fraudulently or where, with intent or gross negligence, you failed to use your Card in accordance with these Terms and Conditions (including the obligations to keep safe your Card, username and password applying to the WEB UI and your Card PIN or any other security information), we will not make any refund and you will be liable for the full amount of all losses incurred.

9.4 Where any refund is due to you, we shall make it immediately or, if that is not possible, as soon as practicable following receipt of your claim or of any further information we may request in order to investigate your right to a refund. However, if, following investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable for any loss we suffer from your use of your Card and/or the WEB UI.

## 10. Bank redemptions

### 10.1 International payments

If you have a payment instrument which allows you redeem your balance to a bank account and this is a overseas payments, the way we treat payments made to payment service providers outside the European Economic Area (EEA) will change as will payments in non-EEA currencies to payment services providers within the EEA and unless stated otherwise, your terms and conditions will apply equally to such payment transactions.



You'll no longer be able to pay charges for anyone you're making a payment to within the EEA (regardless of the currency of the transfer). The European Economic Area (EEA) includes all the member states of the European Union, Iceland, Norway and Liechtenstein.

#### 10.2 Money paid by you to the wrong person

If you give us the wrong details for a payment or you tell us about an incorrect payment more than 13 months after it was made, we won't give you a refund but we'll try and trace it for you. We may charge you a reasonable fee to cover our costs in doing this.

#### 10.3 Money paid into your account by accident

We can already return money paid to your payment instrument by mistake, however, if you don't think a payment made to you from a payment service provider in the EEA was a mistake, we may also be allowed to share your personal information with the paying payment service provider so that you can be contacted directly.

This is because we are required to cooperate with other payment service providers and share all relevant information in order to assist with tracing money which is sent to the wrong person.

#### 10.4 Liability for unauthorised transactions

Unless you have acted fraudulently or with intent or gross negligence, you will only be liable for a maximum of £35 (or the equivalent in the currency of your payment instrument) up until the time you inform us that your payment instrument has been lost or stolen. You will not be liable for any losses which occur on your payment instrument after you have informed us that it has been lost or stolen. If you're due a refund for an unauthorised transaction, we'll make sure you receive this no later than the end of the next business day.

#### 10.5 Late execution of payment transactions

If you are able to make payments directly from your account to another person and if a payment you asked us to make within the EEA arrives later than it should have, you can ask us to contact the receiving bank and ask them to treat it as if it was made on time.

#### 10.6 Payment transactions for unknown amounts

For card-based payment transactions where you do not know the exact amount of the payment transaction at the time you authorise it, we will not block funds on your payment instrument unless you authorise the exact amount to be blocked. This could be the case for payments you make at hotels or at fuel stations for example.

We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.

### 11. Our liability

#### 11.1 We will not be liable to you for any loss arising from:

- (a) any unauthorised Transaction where you acted fraudulently or where, with intent or gross negligence, you failed to use your Card in accordance with these Terms and Conditions (including the obligations to keep safe the Card and the username and password applying to the WEB UI and/or your Card PIN or any other security information);
- (b) any abnormal or unforeseeable circumstances outside of our control, where we could not have avoided those consequences even though we made all efforts to do so;
- (c) any merchant refusing to accept your Card;
- (d) an ATM and/or V Pay failing to issue cash;
- (e) a damaged or malfunctioning Card; or
- (f) our compliance with applicable legal or regulatory requirements.

#### 11.2 We will also not be liable for:

- (a) business interruption; or
- (b) loss of revenue, reputation, goodwill, opportunity or anticipated savings; or
- (c) any loss or damage whatsoever which does not stem directly from our breach of these Terms and Conditions.





- 11.3 We will use reasonable efforts to make your Card available to you, but we will not be liable to you for any loss or damage arising if it is not available to use at any time, or if access is interrupted.
- 11.4 Other than the losses set out in the paragraphs above (for which we are not liable) and subject to the paragraphs below, our maximum aggregate liability under or in connection with these Terms and Conditions whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to, and will not exceed a sum equal to €200 in any 12 month period.
- 11.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 11.6 Wirecard does not warrant or promise that the Card will meet your requirements and you shall use the Card at your own risk. Wirecard shall not be liable to you for the performance of the WEB UI, which is provided to you by PM and is subject to the WEB UI terms and conditions and PM's privacy policy.

## 12. Ownership and protection of information

- 12.1 All intellectual property rights in the Card throughout the world belong to Wirecard, PM or their licensors. Rights in the Card are licensed (not sold) to you, and you have no rights in, or to, the Card other than the right to use it in accordance with the terms of these Terms and Conditions. You have no right to have access to any underlying software in source code form. Except as permitted by law, you must not copy, reproduce, unzip, modify, alter, reverse engineer, disassemble, decompile, translate or create derivative works of the software in the Card or any part of it. Your right to use the Card will end upon the cancellation of the contract between us in accordance with clause 6.
- 12.2 All aspects of the Card, including the specific design and structure of individual programs, form part of Wirecard, PM or their licensors' trade secrets and/or copyrighted material. You therefore agree not to disclose, provide, copy or otherwise make available such trade secrets or copyrighted material in any form to any third party without Wirecard's (or the applicable owner's) prior written approval.

## 13. Changes to these Terms and Conditions

We reserve the right to change the Terms and Conditions at any time. We will take into account your interests affected by the intended changes and will only make changes that we consider to be reasonable. Changes to exchange rates will take effect immediately where they move in your favour or where they result from a change to the reference rate of VISA card from time to time. For all other changes, we will give you at least two months' prior written notice via e-mail of any intended change to the Terms and Conditions and we will provide you with the new version of the Terms and Conditions. If you do not agree with the proposed change you must tell us via one of the Contact Methods before that change takes effect, otherwise you will be deemed to have accepted the change to the Terms and Conditions.

## 14. Fees and Usage Restrictions

- 14.1 Details of the Fees and charges relating to your Card and the Usage Restrictions applying to your Card can be found in the Annex of these Terms and Conditions. The Fee rates and Usage Restrictions applying from time to time can be accessed via the dashboard section of the WEB UI or you can ask us for a copy at any time using one of the Contact Methods.
- 14.2 By accepting these Terms and Conditions and by applying for your Card, you agree to pay the applicable Fees relating to your use of the Card.

## 15. Your details

You confirm that any information you provide us with is true, accurate and up-to-date. You confirm that you will let us know immediately by contacting us using one of the Contact Methods if you change your personal details. If we contact you in relation to your Card we will use the most recent contact details you have provided to us.



**15.1** We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat. We'll use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.

## **16. Data Protection and how we use your information**

**16.1** We are a data controller of the personal data that you provide to us (or to PM on our behalf) (including, with out limitation, an email address or other username and a password). We will process your personal data in accordance with these Terms and Conditions and our privacy policy (“**Privacy Policy**”). Please read the Privacy Policy carefully as it provides information about how we use, share, store and process your personal information. By using your Card you consent to Wirecard processing such information in this way.

**16.2** PM also acts as a data controller in respect of certain aspects of your personal data (including personal information you provide when you register for the WEB UI and through your use of your Card and the WEB UI). PM has a separate privacy policy which applies to the WEB UI in addition to our Privacy Policy. You will be asked to accept the PM privacy policy when you register your Card with the WEB UI. Please ensure you read the PM privacy policy carefully. By using the WEB UI, you also agree to the uses of your personal data as described in the PM privacy policy.

**16.3** If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

**16.4** You must not give us personal information about someone else (such as alternative named contacts) without first getting his or her consent for it to be used and disclosed for such use in accordance with these Terms and Conditions and our Privacy Policy.

**16.5** You can choose to allow a Third Party Provider (TPP) to access information on your account, to combine and display information about your account with information from accounts you have with other payment service providers, and, if applicable to your payment instrument, to make payments for you from your account, provided the TPP is authorised by the FCA or another European regulator and you have given your explicit consent.

If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so we can take steps to stop further misuse of your payment instrument and arrange any refund you've been entitled to.

If you are thinking of using a TPP, it is important you check with the regulator whether it is authorised before you use it.

We can refuse or stop access to a TPP if we're concerned it isn't authorised or if we believe it's fraudulent or acting fraudulently. If that happens, we'll contact you to explain why unless we believe that would compromise our security or it would be unlawful.

## **17. Assignment**

We may assign our rights and obligations under these Terms and Conditions to another company (including to Wirecard Bank AG) at any time, on giving you 2 months' prior written notice of this. If we do this, your rights under these Terms and Conditions will not be affected.

## **18. Complaints**

**18.1** If you have a complaint about your Card you can email [service@pay2d.nl](mailto:service@pay2d.nl) or call +31 20 888 5055 and we will aim to deal quickly and fairly with any complaints you have about your Card. We will try to resolve any complaints you have about your payment instrument or the service we provide to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).



**18.2** If we do not resolve your complaint about your Card you may be able to refer it to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500 on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm or by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR, or by email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk). The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service. You can also contact Klachteninstituut Financiële Dienstverlening (<https://www.kifid.nl/consumenten/klacht-tegen-een-buitenlandse-dienstverlener>) who can assist you in referring your complaint to the UK Financial Ombudsman.

**18.3** You may also be able to refer your complaint about your Card to the European Commission Online Dispute Resolution platform at [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr). The platform is a web-based platform which is designed to help consumers who have bought goods, services or digital content online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

## **19. Disputes with merchants**

If you have any disputes about purchases made using your Card, you should settle these with the person from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using your Card. Remember that once you have used your Card to make a purchase or to withdraw cash we cannot stop that Transaction.

## **20. Severance**

If any court or competent authority finds that any provision in these Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

## **21. Governing law and language**

These Terms and Conditions are governed by English law and are subject to the non-exclusive jurisdiction of the English Courts. These Terms and Conditions are in English and all communications with you will be in English or in Dutch.

## **22. Hard Brexit**

If, on 29 March 2019 or at a later date, the United Kingdom leaves the European Union without a transitional agreement in place allowing us to continue to fulfill our obligations under these Terms and Conditions for cardholders located in the European Union outside of the United Kingdom beyond that date ("Hard Brexit"), we will assign our rights and obligations under these Terms and Conditions to Wirecard Bank AG effective at the time Hard Brexit becomes effective.

Wirecard Bank AG is a credit institution established in Germany and supervised by the Federal Financial Supervisory Authority (registration number 117969) with its registered office at Einsteinring 35, D-85609 Aschheim, Germany.

We reserve the right to make changes to your spending limits if we are required to do so by applicable law.

In case of a dispute with Wirecard Bank, you may contact the Consumer Arbitration Body "Ombudsman of Private Banks" ([www.bankenombudsmann.de](http://www.bankenombudsmann.de)), which offers a free service for the settlement of complaints. The complaint shall be made in text form (eg by letter, fax or e-mail) to the customer complaints office at the Bundesverband deutscher Banken e. V., PO Box 04 03 07, D-10062 Berlin, Fax: (030) 1663-3169, E-Mail: [ombudsmann@bdb.de](mailto:ombudsmann@bdb.de).

It is also possible to file a complaint in writing with the Federal Financial Supervisory Authority, Graurheindorfer Straße 108, 53117 Bonn, for violations of Wirecard Bank of the Payment Services Supervision Act (ZAG), of §§ 675c to 676c of the Civil Code (BGB) or of Article 248 of the Introductory Act to the Civil Code (EGBGB).

The European Commission has also set up a European online dispute settlement platform (OS platform) at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Consumers may use this OS platform for the out-of-court settlement of a dispute arising from online contracts with a company based in the EU.

## Annex Fees and Usage Restrictions



Details of the Fees and charges relating to your Card are listed below:

Description	card	virtual card	personal card
Fee charged for the purchase of a pay2d My Card in store	€ 10		
Fee charged for a personalised pay2d card ordered in the WEB UI			€ 10
Fee charged for a Virtual pay2d card ordered in the online account		Free	
Fee charged when an user upgrades a card level, from basic to plus or plus to pro	Free	Free	Free
Administration Fee which is charged for pay2d load (Cash top up) in sales locations	€ 2		€ 2
Administration Fee charged for each top up performed with iDEAL or Sofort transfer	€ 2	€ 2	€ 2
Administration Fee charged for each top up performed with a bank transfer (€ 1 till 15-03-2018)	€ 2	€ 2	€ 2
Monthly card fee (starts <u>after</u> 12 months) if the balance is not sufficient it will be settled with the next load.	€ 0,85		€ 0,85
Inactivity fee charged for virtual account that has not been active for 12 months, charged every month until the balance is €0 or the card is used again		€ 1,50	
Fee charged after the period for upgrading a Basic card to KYC2 level has expired, until the card balance is €0	€ 0,85		
Fee for every SMS balance check	€ 0,15	€ 0,15	€ 0,15
Fee charged for card renewal of an expired card.	Free	Free	Free
Fee charged for card replacement (e.g. lost/stolen or damaged card)	€ 10	Free	€ 10
FX (foreign transactions) fee charged for transactions in another currency than EURO	2,75%	2,75%	2,75%
Fee charged for each ATM withdrawal in EURO (only possible with a card with pro status)	€ 2		€ 2
Fee charged for each money transfer from customer's pay2d card to customer's registered bank account	€ 5	€ 5	€ 5
Fee charged for each outgoing transfer from a pay2d card to another pay2d card (only possible with a card with pro status)	€ 1	€ 1	€ 1
Fee charged for each <u>incoming</u> transfer from a pay2d card.	Free	Free	Free
Fee charged for load, unload or transfer money done by Customer Care.	€ 5	€ 5	€ 5
Fee charged for an unjustified started dispute.	€ 10	€ 10	€ 10
Fee charged for account closure and transferal of the remaining balance.	€ 5	€ 5	€ 5

The amount of Fees may change over time and the Fee rates applying from time to time can be accessed via the WEB UI or you can ask us for a copy of our current Fee rates using one of the Contact Methods. Please note that some ATM operators may charge a fee for your use of the ATM in addition to the Fees set out above.

## Annex Limits per card status

The following Usage Restrictions apply to your use of your Card:



KYC 1 Basic (€) KYC 2 Plus (€) KYC 3Pro (€)

Maximum Account Balance	150,00	150,00	5.000,00
Maximum Year Load	150,00		20.000,00
Maximum Month Load	150,00	150,00	10.000,00
Maximum Week Load	150,00	150,00	5.000,00
Maximum Day Load	150,00	150,00	1.000,00
Maximum Year Spend	150,00	150,00	20.000,00
Maximum Month Spend	150,00	150,00	10.000,00
Maximum Week Spend	150,00	150,00	5.000,00
Maximum Day Spend	150,00	150,00	1.000,00
Maximum POS Topup	150,00		150,00
Maximum Year POS Topup			2.000,00
Maximum Month POS Topup			500,00
Maximum Week POS Topup			500,00
Maximum Day POS Topup			300,00
Maximum per iDeal/WT/Sofort			1.000
Maximum Year WT/iDeal/Sofort		150,00	20.000,00
Maximum Month WT/iDeal/Sofort		150,00	10.000,00
Maximum Week WT/iDeal/Sofort		150,00	5.000,00
Maximum Day WT/iDeal/Sofort		150,00	1.000,00
Maximum per ATM			200,00
Maximum Year ATM			2.000,00
Maximum Mounth ATM			1.000,00
Maximum Week ATM			500,00
Maximum Day ATM			200,00
Maximum Year P2P			2.500,00
Maximum Month P2P			500,00
Maximum Week P2P			200,00
Maximum Day P2P			100,00
Max redemption to bank account in a year			2.000,00
Maximum amount for online payments		50,00	

In addition to the Transaction Limits set out above, the amount which you can spend or withdraw using your Card may also be limited from time to time by regulation or by a merchant's or ATM operator's acceptance policies and implementation procedures.

You are responsible for monitoring your Transactions and your Transaction history to ensure you do not exceed the Transaction Limits specified above. Any Transactions which you attempt to make in excess of the Usage Restrictions will be declined.