Mobilexpense

CORPORATE OWNED FUNDS CREDIT CARD

TERMS AND CONDITIONS OF USE

These terms and conditions of use ("**Terms**"), and the provisions of the schedule ("**Schedule**"), in relation with the use of the credit Card issued by Transact Payments Malta Limited (collectively the "**Agreement**") constitute a binding agreement between You and Transact Payments Malta Limited.

"You" and "Your" means the Contract Holder as defined below. "We", "Our" or "Us" means Transact Payments Malta Limited, a company incorporated in Malta with registered address Vault 14, Level 2, Valletta Waterfront, Floriana FRN 1914 and company registration number 91879 and authorised by the Malta Financial Services Authority as an electronic money institution. **Program Manager** means: Infinnity financial technologies GmbH, incorporated and registered in Berlin-Charlottenburg, Germany with company number HRB 201595 and registered office at Oberwallstrasse 6, c/o rent24, 10117 Berlin t/a "**Pliant**".

You will be asked to confirm Your acceptance of this Agreement when You apply for Cards via the Platform. If You refuse to accept this Agreement then We will not be able to complete Your order for Cards. The Agreement will be governed by the Terms and Schedule in force from time to time as displayed on the Platform.

Please read the Terms and Schedule carefully and retain a copy for future reference.

1. Definitions and Interpretation

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by TPML from time to time.

Available Limit means the value that results from deducting the current value of the Spending Balance from the Limit.

Business Day means Monday to Friday, 9am to 5pm CET, excluding bank, national and public holidays in Malta.

Card means each physical or virtual credit card, as set out in the Schedule, issued to You by Us pursuant to licence by the Card Scheme, linked to a Credit Card Processing Account, and permitted to be used in the Denominated Currency. References to a Card include all Card details, Security Details and PINs. Virtual credit cards shall not be accompanied by PINs.

Card Scheme has the meaning defined in the Schedule.

Card Services means any services provided by Program Manager or any third-party service providers in connection with a Card.

Card User means an individual to whom a Card is supplied and who is validly authorised by You to use a Card subject to this Agreement and on Your behalf.

Contract Holder means You, the corporate entity to whom the Cards are issued which it may supply to and authorise for use by affiliated Card Users to execute Transactions on its behalf under this Agreement.

Credit Card Processing Account means the account held by You and provided by the Partner Bank which is associated with all Cards issued to You, and is used for executing payments in relation to Your outstanding credit card bills and settlement with the Issuer based on the Transactions originated by a Contract Holder's Cards. For the avoidance of doubt, the use of the Credit Card Processing Account is not governed by this Agreement.

Customer Services means the department in charge of providing customer support for the Cards as further indicated in the Schedule.

Denominated Currency has the meaning given to it in the Schedule.

Insolvency Event: occurs, with respect to any party, in the event of

- a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- c) that party being unable to pay its debts within the meaning of any insolvency law;
- d) there being proposed in respect of that party any voluntary arrangement under any insolvency law; or
- e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

Limit means the spending limit on the Credit Card Processing Account set by the Partner Bank in accordance with the terms of the Partner Bank Credit Agreement.

Partner Bank means the bank with which you enter into the Partner Bank Credit Agreement.

Partner Bank Credit Agreement means the terms and conditions of the Partner Bank regarding the settlement of any authorised Transactions within the Limit via the Credit Card Processing Account.

Personal Data means any registered personal identity details relating to the use of the Card including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

PIN or PIN Code means the personal identification number used to access certain services provided to a Card User in relation to physical Cards.

Platform means the online platform and related mobile application where Cards can be ordered and where Card Users may perform certain operations in relation to their Cards such as activation, viewing Transactions, viewing the balance, blocking and unblocking Cards and raising queries with Customer Services in relation to use of the Cards. Use of the Platform is regulated by an agreement entered into between the Contract Holder and Program Manager ("Platform Agreement")

Program means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services established in accordance with this Agreement.

Regulatory Authority means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Malta Financial Services Authority.

Security Details means certain information, including personal information, passcode, password, and any other similar information, given by You on behalf of a Card User when applying for a Card and as notified and updated to Program Manager by You from time to time.

Spending Balance means the total value of all Transactions executed across all Cards associated with a Credit Card Processing Account of a Contract Holder that have not yet been repaid by the Contract Holder/You.

Transaction means Your use of a Card to (i) make a payment or a purchase of goods or services from a merchant over the internet, by phone or mail order or if enabled (ii) withdraw cash from an ATM or bank, where permitted.

Transaction Ledger means a ledger operated by Program Manager, which is associated with all Cards issued to a Contract Holder and includes the record of debits and credits with respect to Transactions originated by a Contract Holder's Cards.

2. Purpose of the Card

- 2.1 A Card, whether physical or virtual, is a credit card issued by Us at the Contract Holder's request via the Platform.
- 2.2 Cards are issued by Us at the Contract Holder's request and upon acceptance of said request to Program Manager via the Platform. Plastic Cards will be sent directly to You (as directed by You) as per the delivery

address specified on the Platform.

- 2.3 Cards can be used worldwide wherever You see the Card Scheme symbol displayed online, and for physical Cards also at Automatic Teller Machines ("ATMs"), if permitted and enabled, and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing Transactions are made within the Limit, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.4 Cards remain at all times Our property and must be returned to Us or destroyed upon Our request. Use of a Card is personal to the respective Card User. You cannot assign Your rights under this Agreement, and the Card User is strictly prohibited from transferring or giving a Card to any third party or from allowing any third party to use a Card.
- 2.5 The Contract Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Agreement. The Contract Holder will inform Card Users about the use of Cards, applicable limitations of use and any requirements under these Terms such as any notification duties of the Contract Holder. The responsibility of the Contract Holder remains unaffected.

3. Use of Card

3.1 Activation and General Use of the Card

- 3.1.1 Physical Cards will be sent inactive directly to You or the Card Users (as directed by You) as per the delivery address specified on the Platform. A Card cannot be used unless it has been activated within the notified time by the Card User on the Platform. You must know, and ensure that Card Users know, and follow the steps required to activate a physical Card. You shall only supply a Card to the respective Card User and You shall be responsible for ensuring that each Card User complies with this Agreement where applicable.
- 3.1.2 Virtual cards will be provided active directly to the Card Users (as directed by You) via the Platform.
- 3.1.3 A Card is only for use by the respective Card User and expires on the date indicated on the Card. A Card cannot be used after it has expired.
- 3.1.4 The amount relating to each Transaction and any associated fees executed with any of the Cards issued to the Contract Holder will be added to the Spending Balance recorded on the Transaction Ledger which is settled by the Partner Bank via the Credit Card Processing Account up to the Limit in line with the Partner Bank Credit Agreement.
- 3.1.5 When using a Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily increasing the Spending Balance. In addition, certain pre-authorisations may be booked which are, momentarily, counted towards the Spend Limit. As a result, this amount will be temporarily unavailable to access or spend.
- 3.1.6 We do not recommend using a Virtual Card to purchase an item over the internet that subsequently

would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.

- 3.1.7 We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept a physical Card.
- 3.1.8 Strictly for physical Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machines such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval network. We accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.
- 3.1.9 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose. Any further restrictions on use are set out in the Schedule.
- 3.1.10 You may obtain certain information concerning a Card and recent Transactions via the Platform or by contacting Customer Services.
- 3.1.11Goods or services paid for with a Card cannot be refunded by a retailer unless there was a prior Transaction debited from the Card by that retailer of an equal or higher amount than the refund requested. If You are entitled to a refund for any reason for goods or services purchased using a Card, you agree that such refund will be made to the Credit Card Processing Account held by you with the Partner Bank.
- 3.1.12 Cards allow You access to various medical, legal and emergency assistance services 24 hours a day and 7 days a week. You can also enjoy priority assistance and convenience, exclusive privileges and rewards and safety/security features in addition to emergency cash disbursement and concierge services. You can find out more details of all of these services, as well as the merchant partner and rewards program, on the Platform.

3.2 Temporary locking of the Card

- 3.2.1 The Card Users and/or Contract Holder may request to have a Card temporarily locked on the Platform.
- 3.2.2 You and/or a Card User may subsequently request via the Platform, that a Card that you have requested to be locked, is unlocked.
- 3.2.3 Applying for a Card to be temporarily locked shall not satisfy the obligation of the Contract Holder to inform Program Manager of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data through the Platform.

4. Credit Card Processing Account Limit and Fees

4.1 The Card Fees are outlined in the Schedule and will apply to the Cards. The Limit which applies to the Credit

Card Processing Account and thus jointly to all Cards issued to you is determined by the separate Agreement You have with the Partner Bank.

- **4.2** When the fees are linked to a Transaction that results from a related service without use of a Card, it will be carried out provided that sufficient funds are available within the Limit to cover the cost of the Transaction and the fees.
- 4.3 Each time the Card User uses a Card, the value of the Transaction plus any applicable fees shall be deducted from the Available Limit of the Credit Card Processing Account. If the value of the Transaction plus any applicable fees exceeds the Available Limit, the Transaction will be declined, and applicable fees shall be charged to the Card in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.

5. Card Security

- 5.1 You must keep the Cards, Security Details and PINs (as applicable) safe by taking appropriate measures, including, but not limited to, the following:
 - i. never allowing anyone else to use a Card or sharing a PIN or Security Details with anyone;
 - ii. not carrying a PIN together with the respective Card or recording a PIN where it may be accessed by other people;
 - iii. not interfering with any magnetic stripe or integrated circuit on a Card;
 - iv. complying with any reasonable instructions We give about keeping Cards and PINs safe and secure;
 - v. using only secure internet sites for making Transactions online;
 - vi. choosing strong passwords that mix alpha and numeric characters when managing the Platform;
 - vii. checking ATMs for signs of tampering, e.g. false fronts, before use;
 - viii. shredding any personal information or Security Details relating to a Card that could be used by an identity thief; and
 - ix. reporting thefts of any Security Details relating to a Card to Us to warn Us of any potential attempts to commit identity fraud in Your name.
- 5.2 You shall never be required to provide a PIN by telephone in order to pay for goods or services or carry out a Transaction. If anyone asks You to reveal a PIN, the request should be refused and reported to Customer Services.
- 5.3 A Card may be locked if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the Card is locked, please visit the Platform to unlock the Card.
- 5.4 You undertake, represent and warrant to Us that the Transactions that any Card User will undertake using a Card do not contravene any Applicable Law and that You and all Card Users shall at all times comply with all Applicable Laws in relation to the performance of Your obligations under this Agreement.
- 5.5 Card Users shall obtain a receipt for every Transaction undertaken with a Card. Card Users must retain their receipts to verify their Transactions.
- 5.6 Card Users shall not under any circumstances send an active Card to Us or any third party, by post or any

other unsecure delivery method.

5.7 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

6. Authorising Transactions

- 6.1 You will need to give your consent to each Transaction by, where applicable, a) using a PIN or other security code personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card or d) where applicable, placing your Card near a contactless point-of-sale terminal. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2 Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by our processing partner.
- 6.3 Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card or Account and these will be resolved as soon as possible.

7. Loss, theft and misuse of cards

- 7.1 If a Card is lost, stolen, misused or is likely to be misused by a third party or You or a Card User suspects that someone else may know the related PIN or Security Details or has carried out an unauthorised Transaction, You must stop using that Card and notify Us through the Platform as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorised use of that Card. That Card shall be suspended to avoid further losses upon Your notification to Customer Services through the Platform in accordance with this clause.
- 7.2 We may also suspend a Card with or without notice if We suspect that the Card, PIN or any other Card-related security details have been, or is likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.
- 7.3 You may upon Our request be required to confirm details of the loss, theft or misuse to Program Manager in writing.
- 7.4 You and/or the Card User may be required to assist Us, Program Manager, Our representatives or the police if a Card is stolen or We suspect a Card is being misused.
- 7.5 If any reported lost Card is subsequently found it must not be used anymore.

8. Our Liability to You

- 8.1 We will not be liable to You in respect of any losses You or a Card User may suffer in connection with or arising from a Card, except where such losses are due to a breach by us of this Agreement or due to Our negligence. In addition, We will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when You are offered dynamic currency conversion at a point of sale). In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any ATM or retailer refusing to or being unable to accept a Card; (iv) the way in which any refusal to accept a Card is communicated to You; (v) any infringement by You of any currency laws; (vi) Our taking any action required by any government, federal or state law or regulation or court order; or (vii) anything specifically excluded or limited elsewhere in this Agreement.
- 8.2 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage You may suffer as a result of Your or any Card Users' total or partial use or inability to use a Card, or the use of any Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).
- 8.3 You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Card or any of the services which We provide to You.
- 8.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to You, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), limitedly for the purpose of this clause.

9. Terminating this agreement

- 9.1 This agreement shall continue in force until terminated in accordance with this clause 9 or clauses 10 and 13.3.
- 9.2 The Agreement may be terminated by the Contract Holder by sending a two (2) months written notice to Customer Services or by Us, or Program Manager for Us, sending two (2) months written notice to the Contract Holder. The Agreement shall then terminate at the end of the current License period.
- 9.3 Once a Physical Card has expired or if it is found after You or a Card User on Your behalf have reported it as lost or stolen You must destroy it by cutting it in two through the magnetic strip.

10. Causes for Termination and Suspension

10.1 We reserve the right, at any time and without prior notice, at Our discretion to terminate the Agreement, to block or suspend use of a Card, restrict its functionality and/or to demand the return of any of the Cards if

any of the following circumstances arise:

- i. We reasonably suspect the security of the Card has been compromised in any way;
- ii. we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
- iii. in the event You, a Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or a Card User to have done so;
- iv. we believe that your continued use of the Card may damage our reputation;
- v. we believe that your use of the Card may result in harm to us or our systems;
- vi. you fail to provide the Personal Data necessary for us to comply with our legal obligations as a payment service provider and to fulfil this Agreement;
- vii. you haven't given us information we need or we believe that any of the information that You have provided to us is incorrect or false;
- viii. we cannot process your Transactions due to the actions of third parties;
- ix. the Platform Agreement has been terminated or an event of default has occurred under the Platform Agreement and is ongoing;
- x. the agreement between you and Partner Bank which governs the Credit Card Processing Account has been terminated or an event of default has occurred under such agreement and is ongoing;
- xi. You have breached this Agreement;
- xii. in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
- xiii. You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.
- 10.2 Any termination or expiry of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 10.3 The Contract Holder will be responsible for ensuring that all Card Users have been notified of termination of the Agreement.
- 10.4 If We lock or suspend a Card, we shall notify You and/or the Card User by e-mail and via the Platform, at the latest, immediately after locking or suspending the Card, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any Applicable Law. A Card User and/or Contract Holder can at any time request that the lock be removed from their Card by contacting Customer Services at the contact details specified in the Schedule, but the decision to unlock the Card or resume provision of Our services will be at Our discretion.

11. Penalties

11.1 In addition to such actions constituting a break of the provisions of this Agreement, any illegal or fraudulent use of a Card by You or a Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.

11.2 You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of a Card by You or a Card User or where You break any important provision or repeatedly break any provision of this Agreement and fail to remedy it.

12. Confidentiality and Data Protection

- 12.1 TPML will collect certain information about the purchaser and the users of the Card in order to operate the card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 10.1(vii) above.
- 12.2 We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our Privacy Policy which is provided to you at the time we collect your Personal Data.

13. Variations of Agreement

- 13.1 We may, at Our discretion, alter this Agreement at any time.
- 13.2 We shall instruct Program Manager to give You 15 (fifteen) days' prior notice by post or email before We make the change, unless the change is required to be implemented earlier by any Applicable Law, regulation or rule by Card Scheme, or if it relates to a change in the exchange rate. The version of this Agreement displayed on the Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Platform should regularly be checked.
- 13.3 If You do not agree to the change You should terminate the Agreement in accordance with the provisions of this Agreement. If You do not do so We will assume that You agree to the change and it will be implemented upon the expiry of the notice period.

14. General

- 14.1 Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.
- 14.2 We may assign any of Our rights and obligations under this Agreement to any other person or business, subject to such party continuing the obligations to You herein.
- 14.3 We may contact You by letter or email using the contact details You provide on the Platform.

15. Complaints

- 15.1 The Card program is managed by the Program Manager. Should you wish to contact us or complain about any aspect of our service please contact Customer Services.
- 15.2 If you have received a response from our Customer Services Team and you are unhappy with the outcome, you can escalate your complaint to Transact Payments Malta Limited's Complaints Department at complaints@transactpaymentslimited.com.
- 15.3 We will make every effort to reach a resolution to your complaint. If we are unable to resolve your issue to your satisfaction, we will explain the reasoning behind our decision.
- 15.4 In the unlikely event that we are unable to resolve your issue you have the right to refer your complaint to the Arbiter for Financial Services at the following address: Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta (Telephone+ 356 21249245, Website: https://financialarbiter.org.mt

16. Law

16.1 This Agreement, and any disputes which arise under it, shall be exclusively governed and construed in accordance with the laws of Malta.

17. Jurisdiction

17.1 You agree to the exclusive jurisdiction of the Maltese courts.

18. Language

18.1 The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

19. The Card Issuer and the Service Provider of the Cards

- 19.1 Any Card issued hereunder is issued by Transact Payments Malta Limited pursuant to its licence from the Card Scheme.
- 19.2 Program Manager administers and provides the Card issued by Transact Payments Malta Limited and is available to give You customer service support if You have any queries. Our Program Manager's also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on You.

VISA VIRTUAL AND PHYSICAL PLATINUM CREDIT CARD SCHEDULE

This schedule ("Schedule"), together with the Corporate Owned Funds Credit Card Terms and Conditions ("Terms") govern the use of Your Cards. Both the Schedule and the Terms are referred to as this Agreement.

You will be asked to confirm Your acceptance of this Agreement when You apply for Cards via the Platform. If You refuse to accept this Agreement, We will not be able to complete Your order for Cards.

Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the Terms.

Definitions

Card Scheme: Visa. Visa is a registered trademark of Visa International.

Denominated Currency: EUR

Prohibited use: You must not use the card to purchase/pay for the activities in the below table.

Number	Activity	Merchant Category Codes (MCC)
1.	Gambling Transactions	7995
2.	Casinos	3597
3.	Casinos	3560
4.	Casinos	3737
5.	Casinos	3738
6.	Casinos	3769
7.	Casinos	3771
8.	Casinos	3773
9.	Casinos	3774
10.	Casinos	3792
11.	Casinos	3794
12.	Casinos	3796
13.	Dating and Escort Services	7273
14.	Massage Parlours	7297

Website: https://www.mobilexpense.com/ - Login Declaree

Application direct link: https://app.declaree.com

Mobile App: Mobilexpense Declaree

1. Customer Services

The Customer Service Department can be contacted via the methods below:

- Phone: (+31)010-8403784 (Business days between 9AM to 5PM CET)
- By e-mail: support@declaree.com
- On the Platform
- On the Website
- On the Mobile App
- Outside of the business hours above via the Visa emergency hotline: 00 1 303-967-1096

Please note that We reserve the right, after having informed You at the time of the call, to monitor/record the conversations between You and Customer Services for quality assurance purposes.

2. Information to be provided in order to activate the Card

A Card User must activate a Card as soon as it is received by following the instructions detailed on the information document accompanying a Card.

A Card User's PIN will be communicated to or chosen by the Card User at the end of the activation process (e.g. via the Website).

3. Services included in the Card

Communication of balance statements

The Available Limit remaining on a Card User and on a Contract Holder level can be viewed at any time by accessing the Website.

TRANSACTION FEES

All payments made using Your Card shall be in the Denominated Currency. If a Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Visa conversion rate. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Platform. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to you upon making a cross-border currency transaction.

Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to You. You agree that any change to the exchange rate may be applied immediately and without notice to you.

FX FEES

Foreign Exchange transactions	Additional fee on FX transactions	0% + €0,- for non-Euro transactions
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⁽¹⁾ Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.

Chargeback FEES

Refund handling fee	Fee applicable only if chargeback / refund request is not valid	EUR 25,-
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