

# General Terms and Conditions Transact Payments Limited

## Yokoy Smart Lodge Card

### DEBIT CORPORATE OWNED FUNDS 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 debit Card issued by Transact Payments Limited (collectively the "**Agreement**") constitute a binding agreement between You and Transact Payments Limited.

"You" and "Your" means the "Contract Holder" of the Card and as applicable, the Card User on the Contract Holder's behalf. "We", "Our" or "Us" means Transact Payments Limited, a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA and company registration number 108217 and authorised by the Gibraltar Financial Services Commission ("TPL").

You will be asked to confirm Your acceptance of this Agreement when You apply for Cards via the Corporate Account Platform. If You refuse to accept this Agreement, then Program Manager will not be able to complete Your order for Cards. The Agreement will be governed by the Terms and Schedule and TPL's privacy policy in force as displayed on the [website](#) and the Corporate Account Platform.

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

#### 1. Definitions and Interpretation

**Account:** The electronic money account provided by Modulr FS Limited opened in accordance with the Modulr Account Terms and Conditions and the General Terms and Conditions Modulr ("Modulr Agreement"). For the avoidance of doubt, the issuance of electronic money is not governed by this Agreement.

**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 TPL from time to time.

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

**Card** means each virtual debit card, as set out in the Schedule, issued to You by Us pursuant to licence by the Card Scheme, with an underlying Account holding the balance of the Card in the Denominated Currency. References to the Card include all Card details and Security Details.

**Card Scheme** has the meaning defined in the Schedule.

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

**Card User** means an individual who is an employee of the Contract Holder and to whom a Card is supplied and who is validly authorised by You to use and to utilise funds held in the Account via a Card subject to this Agreement and on Your behalf.

**Contract Holder** means You, the corporate entity which, subject to its Corporate Account Platform agreement, owns the available funds that can be used by the Card User and to whom the Cards are issued.

**Corporate Account Platform** means the Website where Cards can be ordered. Use of the Corporate Account Platform is regulated by an agreement entered into between the Contract Holder and Program Manager.

**Customer Services** means the department in charge of providing customer support for the Card 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 applicable insolvency law;
- d) there being proposed in respect of that party any voluntary arrangement under any applicable insolvency law; or
- e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practise applicable to that party (where (a) to (d) above do not apply for any reason to that party).

**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 Card services, provided to the Card User.

**Program Manager** means Yokoy GmbH incorporated and registered in Austria with company number FN 534254 v and registered office at Hamerlingplatz 8/17 1080 Vienna.

**Regulatory Authority** means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Transact Payments Limited 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 Gibraltar Financial Services Commission.

**Security Details** means certain information, including personal information, given by You on behalf of the Card User when applying for the Card and as notified to Program Manager by You from time to time.

**Transaction** means Your use of the Card to make a payment, or a purchase of goods or services from a Merchant over the internet or by phone.

**Website** means the website indicated in the Schedule, where Card Users may perform certain operations in relation to their Card such as activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Card.

## 2. Purpose of the Card

- 2.1 The Card is a virtual debit card featuring immediate debit of funds from the Account and systematic authorisation. The Card allows Card Users to access available funds that have previously been credited to the Account. The Card is not a credit card and all use is limited to the amount held in the Account and any other limits referred to in this Agreement.
- 2.2 The Card is issued by Us at the Contract Holder's request and upon acceptance of said request to Program Manager via the Corporate Account Platform.
- 2.3 The Card can be used for business purposes or for corporate travel expenses as part of a corporate booking tool only. The Card is only permitted to be used at merchants who accept the Card Scheme (subject to local laws and regulations in the country of use) in order to purchase goods or services within the following Merchant Category Code groups:
  - 3000-3350 – individual airline MCCs
  - 4511 - Airlines and Air Carriers (Not Elsewhere Classified)
  - 4112 - Passenger Railways
  - 4111 - Local and Suburban Commuter Passenger Transportation, Including Ferries
  - 4131 - Bus Lines
  - 4722 - Travel Agencies and Tour Operators
  - 4723 - Package Tour Operators - Germany Only
- 2.4 The Card may be used subject to there being sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.5 The Card remains at all times Our property. Use of the Card is personal to You and the Card Users. You cannot assign Your rights under this Agreement, and the Card User is strictly prohibited from transferring or giving the Card to any third party or from allowing any third party to use the Card. The authorisation for You and/or Card Users to use the Card may be revoked at any time, in accordance with clause 10 below.
- 2.6 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 warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Agreement and understand the obligations regarding the use of the Card.

### **3. Use of Card**

#### **3.1 Activation and General Use of the Card**

- 3.1.1 Only Card Users are permitted to make Transactions using the Card. You shall be responsible for ensuring that each Card User complies with this Agreement.
- 3.1.2 The Card is only for use by the Card User and expires on the date shown on the Corporate Account Platform. The Card cannot be used after it has expired.
- 3.1.3 The Card User must ensure that all corporate and employee data which is required to be able to correctly process Transactions is kept accurate at all times. This data includes, but is not limited to, employee ID, legal entity reference number, cost centre and category data.
- 3.1.4 The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
- 3.1.5 You agree to accept a credit to the Account if a Card User is entitled to a refund for any reason for goods or services purchased using the Card.
- 3.1.6 We are not responsible for ensuring that point of sale terminals ("POS") will accept the Card.
- 3.1.7 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.

#### **3.2 Available funds**

- 3.2.1 The Card User should check that sufficient funds are available on the Account prior to attempting to make any Card Transaction to avoid disappointment or embarrassment if the Card is declined.
- 3.2.2 If there are insufficient funds in the Account to pay for a Transaction the Card may be declined or the retailer may allow payment of the balance by some other means.
- 3.2.3 The Card can only be used if the Account has a positive balance.
- 3.2.4 The Card User may obtain certain information concerning the Card and recent Transactions via the Corporate Account Platform or contacting Customer Services by telephone.

#### **3.3 Temporary blocking of the Card**

- 3.3.1 The Card User and/or Contract Holder may request to have the Card temporarily blocked by contacting Customer Services.
- 3.3.2 You and/or the Card User may request that the Card be unblocked at any time via the Corporate Platform, by contacting Us by phone or email using the information and according to the procedures

set out in the Schedule.

3.3.3 Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or 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.

3.3.4 If We block or suspend a Card, Program Manager shall notify You and the Card User by e-mail if possible prior to blocking or suspending the Card, and at the latest, immediately after, 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. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Services at the contact details specified in the Schedule, but the discretion to unblock the Card or resume provision of Our services will be at Our discretion.

3.4 **Card Renewal:** Any Card renewal, if applicable, shall be subject to the Schedule.

3.5 **Refund:** Goods or services paid for with the Card cannot be refunded by a retailer unless there was a prior Card Transaction debited from the Account by that retailer of an equal or higher amount than the refund requested. If the Card User and retailer agree a refund, the retailer may process the refund via a POS terminal. Amounts credited to the Account via the Retailer as refunds shall be available no more than 3 (three) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, We reserve the right to terminate the agreement.

#### 4. **Card Limits and Fees**

4.1 The Card Fees and Limits provisions are outlined in the Schedule and will apply to the Card.

4.2 Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.

4.3 When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.

4.4 Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Schedule.

#### 5. **Card Security**

5.1 You should treat the Card like cash. If it is lost or stolen, you may lose some or all of your money on your Card, in the same way as if you lost cash.

5.2 You must keep the Card and Security Details safe by taking appropriate measures, including, but not limited to, the following:

- i. never allowing anyone else to use the Card or sharing access to it with anyone;
- ii. complying with any reasonable instructions We give about keeping the Card safe and secure;
- iii. using only secure internet sites for making Card Transactions online;

- iv. reporting any suspected unauthorised use of the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 5.3 You undertake, represent and warrant to Us that the Transactions that the Card User will undertake using the Card do not contravene any applicable law and that You and the Card User shall at all times comply with all applicable laws in relation to the performance of Your obligations under this Agreement.
- 5.4 The Card User shall obtain a receipt for every Transaction undertaken with the Card. The Card User must retain their receipts to verify their Transactions.
- 5.5 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, where applicable, by providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2 If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3 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.
- 6.4 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 the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related Security Details or has carried out an unauthorised Transaction, You must stop using the Card, freeze the Card within the Yokoy Corporate Account Platform and notify Customer Services directly immediately after becoming aware of such loss, theft, misappropriation or unauthorised use of the Card. The Card shall be suspended to avoid further losses upon Your notification to Customer Services in accordance with this clause.
- 7.2 We may also suspend a Card with or without notice if We suspect that the Card or any other Card-related security details have been, or are 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 and/or the Card User will 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 agents or the police if the Card is stolen or We suspect the Card is being misused.

## **8. Our Liability to You**

8.1 We will not be liable to You in respect of any losses You or the Card User may suffer in connection with or arising from the 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 any payment services provider (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 defect in the software (including data feed) from any travel management company which renders the Card unable to function correctly; (iv) any retailer refusing to or being unable to accept the Card; (v) the way in which any refusal to accept the Card is communicated to You; (vi) any infringement by You of any currency laws; (vii) Our taking any action required by any government, federal or state law or regulation or court order; or (viii) 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 total or partial use or inability to use your Card, or the use of your 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 Program Manager or Our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of our respective affiliates (each a "**Protected Party**") (if any), to you, which may arise in connection with this Agreement. This clause 8.4, and the exclusions and limitations set out in this paragraph, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with the Contracts (Rights of Third Parties) Act 1999. This clause 8.4 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

## **9. Terminating this agreement**

9.1 This agreement shall continue in force until termination of Your Corporate Account Platform agreement with Program Manager or unless otherwise terminated in accordance with this clause 9 or clauses 10 and 13.3.

9.2 The Agreement may be terminated at any time by the Contract Holder by sending 30 days' written notice to Customer Services or by Us, or Program Manager on our behalf, sending 30 days' written notice to You.

9.3 A cancellation fee may be deducted from the available funds on the Card in accordance with the Schedule.

## 10. Causes for Termination

- 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 the Card and/or to restrict its functionality if any of the following circumstances arise:
- i. We reasonably suspect the security of the Card has been compromised in any way;
  - ii. The Modulr Agreement has been suspended, restricted or terminated; or
  - iii. 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;
  - iv. in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
  - v. we believe that your continued use of the Card may damage our reputation;
  - vi. we believe that your use of the Card may result in harm to us or our systems;
  - vii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement;
  - viii. 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;
  - ix. you do not access your Account for 3 (three) years;
  - x. we cannot process your Transactions due to the actions of third parties;
  - 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 As per clause 3.3, We shall remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for 1 month, We may terminate the Agreement instead.
- 10.3 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.
- 10.4 The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Agreement.

## 11. Penalties

- 11.1 In addition to such actions constituting a break of the provisions of this Agreement, any illegal or fraudulent use of the Card by You or the 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 the Card by You or the 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 TPL 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(vi) 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 displayed on Yokoy's website 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 Corporate Account Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Corporate Account 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 Corporate Account Platform.

## **15. Complaints**

- 15.1 The Card program is managed by Yokoy GmbH. Should you wish to contact Us or complain about any aspect of our service please contact Customer Services.
- 15.2 If having received a response from our Customer Services Team you are unhappy with the outcome you can escalate your complaint to Transact Payments Limited's Complaints Department at

[complaints@transactpaymentslimited.com](mailto: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 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi). Details of the Gibraltar Financial Services Commission are available at <http://www.fsc.gi/fsc/home.htm>.

## 16. Law, Jurisdiction and Language

- 16.1 This Agreement and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Gibraltar and subject to the exclusive jurisdiction of the Gibraltar courts.
- 16.2 The English language version of this Agreement and of any communications and Corporate Account Platform content will prevail over any other language version which we may issue from time to time.

## 17. The Card Issuer and the Service Provider of the Card

- 17.1 Your Card is issued by Transact Payments Limited pursuant to its licence from the Card Scheme.
- 17.2 Yokoy GmbH administers and services the Card on Our behalf and is available to give You support if You have any queries.

# SCHEDULE TO YOKOY CORPORATE OWNED DEBIT LODGE CARD

## SCHEDULE

This schedule ("**Schedule**"), together with the Yokoy Visa Lodge Card Terms and Conditions ("**Terms**") govern the use of your Card. Both the Schedule and the Terms are referred to as the **Agreement**. Your Card is a virtual Card.

You will be asked to confirm Your acceptance of this Agreement when you apply for Cards via the Corporate Account 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:** GBP

**Website:** <https://yokoy.io/en/>

**Mobile Application:** Yokoy

## Customer Services

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

- By e-mail: [card-operations@yokoy.ai](mailto:card-operations@yokoy.ai)
- By mail Yokoy Group AG, Att: Card Operations, Förrlibuckstrasse 181, 8005 Zurich
- On the Website: [www.yokoy.io](http://www.yokoy.io)
- Via phone number: +44 330 818 6640

### 1. Your Account Limits

Below are the limits for the virtual card profile. The limits are in the currency of the card.

Limit Type	Frequency	Tier 1 Limit (GBP)	Tier 2 Limit (GBP)	Tier 3 Limit (GBP)
Max. Single Spend Value	Per transaction	17,500	88,000	265,000
Max Spend Value	Per week	44,000	175,000	440,000
Max Spend Value	Per month	350,000	700,000	1,750,000
Max Spend Value	Per year	2,650,000	4,400,000	17,500,000

### 2. Your Account Charges

All payments made using Your Card shall be in the Denominated Currency. If the 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. You will not be charged a foreign exchange Fee. 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 Website.

Fee type	Description	Amount (UK %)	Frequency
Paying with Your Card	Payment with Your Card in Your Card's currency <sup>(1)</sup>	0	0
	Payment in a different currency than Your Card's currency <sup>(1)</sup>	0	0

Foreign exchange management fee	Fee applicable on all operations (payments and withdrawals) made in a different currency than the Card's currency	0	0
Refund handling fee	Fee applicable only if chargeback / refund request is not valid	0	0

*(<sup>1</sup>) 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.*