

# General Terms and Conditions for the Use of the Yokoy Visa Corporate Debit Card

## 1. Contracting parties and subject matter

This Agreement governs the relationship between Yokoy GmbH, Hamerlingplatz 8/17, 1080 Vienna (FN 534254) (hereinafter referred to as "we" or "us") and its business customers or, where applicable, the user of the VISA Yokoy Corporate Debit Card (hereinafter referred to as "Card"). Integral part of this General Terms and Conditions (GTCs) are the GTCs of our partner Modulr and the GTCs of our Partner Transact Payments Malta Limited (TPML) and Transact Payments Limited (TPL). An overview of our partners and their respective roles can be found in Appendix 1. The GTCs of TPML and TPL in Appendix 3 take precedence over Yokoy's GTCs in case of conflict between the two documents.

## 2. Contractors

In order to be able to offer the card, we are dependent on contractual partners.

### 2.1 Account partner

Modulr is our account partner. Modulr is regulated by the UK Financial Conduct Authority and the Central Bank of Ireland and is registered as an Electronic Money Institution. As such, it provides Yokoy with the account to process transactions. An account with Modulr can be opened directly through the app. Further information on Modulr can be found here <https://www.modulrfinance.com>.

### 2.2 Transaction partners

We use the services of Transact Payments Malta Limited and Transact Payments Limited to carry out transactions with the Yokoy corporate card.

More information about Transact Payments can be found here: <http://transactpaymentsltd.com>.

### 2.3 Processor of the card

As the processor of our card we use the services of Marqeta Inc. Further information about Marqeta can be found here [www.marqeta.com](http://www.marqeta.com).

### 2.4 Physical card manufacturer TagNiteCrest

TagNiteCrest produces the cards for Yokoy physically as well as virtually. More information about TagNiteCrest can be found here. [Nitecrest](https://www.nitecrest.com).

### **3. Subject to review**

We reserve the right not to issue the card if the customer does not pass the customer identity and money laundering checks by our partner Modulr. Furthermore, we reserve the right not to issue the card if the check reveals that the card is being used for fraud, misuse, terrorist financing or other illegal activities. If we decide not to activate the card, we will inform you immediately. In this regard, we refer to the terms and conditions of Modulr in Appendix 2. The customer is obliged to cooperate in this process and to testify truthfully. We may access the data from this process if it is necessary for the execution of the contract or due to a legally binding obligation.

### **4. Cards**

Yokoy offers both physical and virtual cards. This is a corporate card that is linked to the company's account. It is the customer's responsibility to ensure that the account to which the card is deposited always has the necessary funds to cover the expenses of the card user. If this is not the case, the transaction will be automatically blocked.

The virtual card is ready for use immediately (subject to financial coverage). For the physical cards, depending on the chosen PIN activation method, cards can be activated at the point of creation, or upon receiving the cards, which typically requires an additional activation by the customer e.g. at an ATM machine.

It is possible to issue additional cards to employees on request. In this case, the company remains responsible for the use and misuse of the card and for all associated fees. These GTCs also apply to additional cards issued on behalf of the customer.

### **5. Fees**

Since the fees vary depending on the customer size and order volume, they are specified separately in the order form, which is an integral part of the SaaS contract with the customer. We reserve the right to charge negative interest rates, should we be required to pay them according to Modulr's applicable Terms and Conditions.

### **6. Use of the card**

The Card may only be used by the Corporate Client, a person or a group of persons authorized to use the Card by the Corporate Client. Furthermore, the Card is not transferable to third parties and it is prohibited to disclose the PIN for the use of the Card to third parties. The physical card must be signed for validity.

We may assume that an employee's transaction is authorised when the card is used or the contactless function of the card is used. The same applies to online purchases when the card number and CVC code is entered. Once the payment has been approved, it cannot be cancelled.

The value of the transaction and all fees associated with the transaction will be debited. If the transaction is made in a currency other than that allocated to the card, it will be converted according to the exchange rate set by VISA. This will vary but can be checked using the Visa Exchange Calculator. This is available at <https://go.yokoy.ai/en/visa-fx-rates>.

In principle, transactions are offered 24h / day and 7 days a week. However, this may not be 100% guaranteed due to severe technical failures. Further details on the availability of the card module are included in the SaaS contract.

## **7. Restrictions on card use**

The Company is responsible for ensuring that sufficient funds are available in the account linked to the Card to cover all transactions made with the Card. It is also not permitted to use the card for illegal or gambling purposes. Certain transactions may also be prohibited. Furthermore, the internal regulations of our customers regarding the use of the card apply, over which Yokoy has no influence.

## **8. Overview of transactions**

Transactions and available funds can be viewed on the Yokoy account at any time. This is accessible via web browser or via Yokoy app.

## **9. Expiration of the card**

The card, and therefore this contract, will expire at the latest at the end of the month printed on the card. The card will no longer function after expiry and no transactions can be made with the card. In this case, a new card will be issued unless the customer relationship was terminated on this date.

## **10. Cancellation**

At the end of the customer relationship with Yokoy, any remaining credit can be transferred to the company account.

We reserve the right to terminate the contract in the following cases:

1. Repeated infringement of the provisions of the contract.
2. Threats or inappropriate behavior towards our employees and partners.
3. Without justification according to the notice period of the card module in the SaaS contract.

## **11. Security obligations of the company**

We assume that all transactions made with the card or its card details are made by the customer or a person authorised by the customer.

The customer is responsible for keeping the card and card details safe and for ensuring that all persons authorised by you to use the card are kept safe and protected from theft, damage and misuse.

These include:

1. Remember PIN after receipt
2. Do not store the PIN together with the card or near the card.
3. Do not disclose the PIN to unauthorised third parties.
4. Do not enter PIN observed.

Failure to comply with these obligations may mean that the expenditure made with the card cannot be reclaimed.

## **12. Lost, stolen or damaged cards**

If a card is lost or stolen by the customer or a person authorised by the customer, or if it is noticed that it is being used without authorisation, this must be reported immediately. The blocking of the card can be initiated in the online portal. After successful identification of the user or caller, the card will be blocked immediately so that no unauthorised transactions can be carried out at the expense of the customer. If the identification of the customer and the card is successful, a new card will be delivered. Fees may apply.

## **13. Purchases with the card**

We accept no liability for the quality of the products purchased with the card. Any refund will be credited to the customer immediately upon receipt.

## **14. Customer service and support**

The Yokoy app is a self-service portal. Actions such as freeze of card or suspicious transactions alerts or change of pin can be done via the Yokoy App. If you have any questions, please contact us by email at [support@yokoy.ai](mailto:support@yokoy.ai).

## **15. Limitation of liability**

The partners under point 2 are not liable for:

1. Unavoidable IT failures beyond their control

2. The quality of goods and services purchased with the card.
3. Lost profits and other indirect and consequential damages.
4. The seller does not accept the transaction or the card.
5. Damages resulting from compliance with national and international legislation.

In all other cases of liability, the liability shall be limited to a maximum of the amount on the account at the time of the liability case.

If the Card has been misused by the Customer or by a person authorized by the Customer, in a manner inconsistent with this Agreement, in an illegal manner, or if a Cardholder disclosed Card details as a result of gross negligence, the Customer shall be responsible for the use or misuse of the Card without limit, subject to any statutory limitations on liability.

#### **16. Personal information**

In order to be able to offer the card, personal data must be processed. This is done in accordance with national and European data protection laws, in particular the GDPR. It may also be the case that data transfers outside the EU/EEA region take place in order to provide the services. In such a case, additional measures are taken to ensure the security of the data transfers. We are happy to refer to the privacy policies of our partners Modulr [Privacy Policy](#), Transact Payments [Privacy Policy](#), Marqueta Inc. [Marqueta Privacy Notice](#) and TagNiteCrest Privacy [Policy](#).

#### **17. Changes to the GTCs**

Changes to these GTCs will be published on the website. If no objection is raised within 4 weeks, the new GTCs shall apply. This is subject to legal changes that must be implemented more quickly. The latest version of these GTCs is available on our website. We will also inform about possible changes by e-mail. If the customer does not contact us before the new changes come into effect, we will assume that the customer agrees to them. If the customer does not want to accept the change, the customer can terminate the contract on the effective date of the new GTC.

#### **18. Applicable law and place of jurisdiction**

This contract is subject to Austrian law. The place of jurisdiction is the registered office of Yokoy GmbH (Vienna).

## Appendix 1 Our partners

### Modulr: Account provider

In order to provide the Visa corporate debit card Yokoy works together with Modulr. Striving for transparency and increasing our customer's trust in our partners, Yokoy provides the following information: The General Terms and Conditions of Modulr apply at all times. They are annexed to Yokoy's General Terms and Conditions.

#### 1. E-Money Institution: No-lending and same payment services regulations as a bank

Modulr is an e-money institution (EMI). E-money institutions are not allowed to lend money or offer interest. An EMI is holding 100% of client money at all times. Their payment services are regulated by the same payment regulations as bank payment services. The profits are made by the amount of transactions and the number of accounts.

#### 2. What can EMIs do?

E-money institutions are authorized by the supervisory authority and allowed by law to issue electronic money and provide e-money accounts.

#### 3. What is the benefit of using an EMI?

Modulr offers a payment as a service platform. It allows faster moving of money. The digital infrastructure enables businesses to automate their payment flows, maximise efficiency and put payments at the heart of their platforms, workflows and customer experiences.

#### 4. Supervision

Modulr is registered in the United Kingdom for the UK market (Modulr FS Ltd, FRN: 900573) and in Ireland (Modulr FS Europe Ltd; Institution Code C191242) for the EU market. As such Modulr is supervised by the Financial Conduct Authority (UK) and by the Central Bank of Ireland (EU).

#### 5. Safeguarding customer's money

100% of the customer's money is safeguarded. That means, it is segregated from all other funds and cannot be used for any other purposes for example to comply with its corporate obligations. Furthermore, as an EMI, Modulr must hold an additional 2 % of the total value of safeguarded client funds in own funds. which are held separately from client funds as well. Combining this 'own funds' requirement with the safeguarding means that client funds are 100% available to a client.

#### 6. What happens in the event of a Modulr insolvency?

Modulr is required to have contingency plans for early identification of potential insolvency events. Those plans are subjected to external audit review. They are also to be shared with the Financial Conduct Authority. Customer funds are separated from Modulr corporate funds and creditors are not able to make claims that impact customer funds. For the returning of the funds an independent insolvency practitioner will be appointed.

#### 7. Conclusion

Since EMIs are not lending client's money to others they have reduced exposure to loss considerably. Furthermore, since EMIs are bound by the same regulations for their payment services as banks, your money is safely and securely stored at Modulr.

## **Our Card issuers and BIN sponsors: Transact Payments Malta Limited and Transact Payments Limited**

Yokoy uses the services of Transact Payments Malta Limited to issue Yokoy's Visa corporate debit cards within the EEA and Transact Payments Limited to issue Yokoy's Visa corporate debit cards in the UK. TPML and TPL are Yokoy's BIN sponsors and provide the Visa licences.

TPML can be contacted here:

TPML, Vault 13-15, Valletta Waterfront, Pinto Wharf. Valletta, Malta FRN 1913, [info@transactpaymentsltd.com](mailto:info@transactpaymentsltd.com)

TPL can be contacted here:

TPL, 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA; [info@transactpaymentsltd.com](mailto:info@transactpaymentsltd.com)

More information about Transact Payments can be found here <http://transactpaymentsltd.com>

## **Our Processor: Marqeta, Inc.**

Yokoy uses the Services of Marqeta, Inc as processor for Yokoy's Visa Corporate Debit Cards. As processor Marqeta is responsible for the seamless transactions made with the cards. They can be contacted here: Marqeta, Inc. 180 Grand Avenue, 6th Floor, Oakland, CA 94612 USA. More information about Marqeta can be found herer [www.marqeta.com](http://www.marqeta.com).

## **Our Physical card manufacturer: TagNitecrest**

Tag NiteCrest physically manufactures the Yokoy Visa corporate debit cards for Yokoy.

TagNitecrest can be contacted here:

TagNitecrest, 32 Marathon Place, Moss Side Industrial Estate, Leyland, PR26 7QN United Kingdom.

More information about TagNitecrest can be found here: [www.tagnitecrest.com](http://www.tagnitecrest.com),

## **Our Card Deliverer: DHL**

The delivery of the physical cards from the manufacturer TagNitecrest to the corporate customer will be provided to Yokoy by DHL. DHL can be contacted here: DHL Express Austria, Viaduktstraße 20, 2353 Guntramsdorf, Austria more information on DHL Express Austria can be found here: <https://www.dhl.com/at-en/home/contact-us.html>.

## Appendix 2: General Terms and Conditions Modulr FS Europe Limited

### BACKGROUND

Modulr FS Europe Limited ("Modulr") is a provider of Modulr products (as described to you on the Partner Platform), which include the provision of a corporate e-money account and related payment services. The e-money account is provided by Modulr. These Introduced Customer Terms and Conditions govern the Modulr Products that Modulr provides to the Introduced Customer.

These Terms and Conditions for Introduced Customers, together with the Modulr Account Terms and Conditions, set forth the terms and conditions under which Modulr products are provided and constitute the contract between Modulr and the Introduced Customer.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Interpretation

1.1. In these New Customer Terms and Conditions: (a) a reference to a clause is a reference to a clause in these New Customer Terms and Conditions; (b) headings are for reference only and shall not affect the interpretation of these New Customer Terms and Conditions; (c) the singular includes the plural and vice versa; (d) a reference to a person includes a natural person, a body corporate or an unincorporated body (whether incorporated or not) and that person's personal representatives, successors and permitted assigns; (e) a reference to a party includes that party's personal representatives, successors and permitted assigns; (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

#### 2. Modulr products

2. 1. Modulr will provide the introduced customer with the products that are made available to the partner platform and that are described by the partner platform in the application procedure.

2.2. The Presented Client agrees that the Partner Platform will share all such information with Modulr, which will verify and verify the identity of the Presented Client, its directors, beneficial owners and authorized users as required by law.

2.3. The Client presented acknowledges that a search of the Electoral Register may be made for anti-money laundering purposes of the persons listed in clause 2.2 above.

2.4. The Presented Customer acknowledges that the credit reference agencies may search a "soft footprint" in the electronic files of the individuals referred to in clause 2.2 above and that third parties may have access to their personal data for the purposes of anti-money laundering and counter-terrorist financing (AML/CFT), identity verification and fraud prevention.

2.5. The Account and Cards (if applicable) are provided to the Introduced Customer by Modulr in accordance with the Modulr Account Terms. Modulr's products provided to the Introduced

Customer under this Agreement are solely for the use of the Introduced Customer.

- 2.6. The Introduced Customer may use the Account and Cards (if applicable) to conduct transactions under the terms and conditions set out in the Modulr Account Terms. A record of all transactions relating to the Account may be viewed on the Website or accessed via the Partner Platform (as applicable).
- 2.7. Imported customers must notify Customer Service immediately upon discovering that login and security information that allows access to their Modulr products has been lost, stolen or compromised.
- 2.8. From time to time, Modulr may conduct additional checks on the featured client, including the identity of its directors, beneficial owners and the nature of its business, in accordance with its due diligence process and as required by law. Modulr may contact the featured client or the Partner Platform (as applicable) for this purpose. The featured client agrees to provide this information as required.
- 2.9. The Imported Customer must comply with all laws and regulations applicable to the Imported Customer. Any failure to comply with the relevant laws or regulations shall be deemed a material breach of contract and may result in Modulr ceasing to provide the Modulr Products in accordance with clause 6.4.
- 2.10. The Introduced Customer shall reasonably implement Modulr's reasonable safety recommendations as communicated to the Introduced Customer from time to time.

### **3. Authorized users**

- 3.1. Access to Modulr products is restricted to persons designated as authorized users by the introduced customer.
- 3.2. The introduced customer must inform Modulr of all the people he wants to have as authorized users.
- 3.3. Any Authorized User is entitled to access and use the Modulr Products in accordance with these Introduced Customer Terms and Conditions.
- 3.4. The introduced customer is responsible for training its authorized users in the appropriate use of the Modulr products.
- 3.5. The introduced customer ensures that its authorized users;
  - 3.5.1 take all reasonable care to ensure that access details to the Modulr Products, including login details for the Website where applicable, are kept confidential for each Authorised User; and
  - 3.5.2 not disclose any information that would allow another party to access the featured customer's Modulr account.
- 3.6. The Introduced Customer acknowledges and agrees that each Authorized User is authorized by the Introduced Customer to act on its behalf. Modulr considers any instruction given by an Authorized User to be an instruction from the Introduced Customer.
- 3.7. The Introduced Client is responsible for notifying Modulr in a timely manner of the revocation of the Authorized User's access and is liable for the transactions made by an Authorized User, the fees incurred and the use of Modulr's products until Modulr has had two full business days to

respond to any notification received. This clause does not apply to Introduced Customers accessing Modulr's products via the Partner Platform.

3.8.If the introduced customer accesses Modulr's products via a partner platform, this partner platform is considered an authorized user. If additional authorized users are required in this case, they must be requested from the partner platform. The use of a partner platform to access Modulr products by the introduced customer is explained in more detail below.

#### **4. Access to Modulr products via a partner platform**

4.1.In the event that the featured client uses a partner platform to access the Modulr Products, the featured client agrees and authorizes the partner platform to instruct Modulr to access and use the Modulr Products on behalf of the featured client, which includes, but is not limited to, conducting transactions, viewing and retrieving transaction data, initiating refunds and closing the account.

4.2.The Introduced Customer acknowledges and agrees that Modulr assumes no liability whatsoever with respect to the performance, availability or quality of any Partner Platform.

4.3.The presented customer acknowledges and agrees to the following:

4.3.1. he must ensure that his platform partner agreement gives the partner platform all the necessary authorisations to operate the account in the name of the featured client;

4.3.2. the platform partner is granted full access to operate the featured customer's account as an authorized user of the featured customer;

4.3.3. he is responsible for monitoring the Partner Platform's activities on his account. Any issues relating to such activities will be discussed directly with the Partner Platform and will be settled between the Partner Platform and the Introduced Customer;

4.3.4. the introduced customer has no recourse against Modulr for any act or omission of the partner platform in relation to his account;

4.3.5. the Introduced Customer understands that it may only access its account to make Transactions, review Transactions made or otherwise use Modulr Products through the Service provided by the Partner Platform; and

4.3.6. he will use the account only for the purpose specified in the partner platform agreement.

4.4.As soon as Modulr receives notification from the partner platform that it wishes to terminate this agreement, this agreement shall end. Any credit balances on the account of the introduced customer will be refunded in accordance with the terms of the Modulr account conditions.

4.5.If the Introduced Customer has a complaint or concern regarding the Modulr Account or other Modulr Products, such complaint or concern shall be addressed directly to the Partner Platform, which shall deal with it in accordance with the Modulr Complaints Policy, a copy of which is available on request from the Partner Platform and on the Website.

## 5. Customer service

- 5.1.**The Introduced Customer may contact Customer Service if they have any questions regarding the Modulr Products. Information may be requested from the Introduced Customer, including but not limited to their Authorized Users, Cardholders or Transaction Information, in order to verify the identity of an Authorized User, Cardholder and/or the Modulr Products provided to the Introduced Customer.
- 5.2.**All information shared by the Referred Customer will be kept strictly confidential. If such information is provided in connection with a service provided by a third party, such as the Account, the Referred Customer's information will be used only in accordance with the instructions of that third party and only for the purpose of providing customer services to the Referred Customer on behalf of that third party.
- 5.3.**As part of Modulr's commitment to providing quality customer service, Modulr's managers regularly monitor telephone communications between staff and featured customers to ensure that Modulr's high quality standards are maintained. The Presented Client consents to this monitoring and recording of telephone conversations and agrees to inform its Authorized Users of this practice.

## 6. term and termination

- 6.1.**This contract shall commence on the date on which the featured customer receives confirmation from Modulr or the partner platform (if applicable) of their successful application for Modulr products and shall continue until terminated by the featured customer, the partner platform (if acting on behalf of the featured customer) or Modulr.
- 6.2.**The Introduced Customer or Partner Platform (if applicable) may terminate this Agreement immediately by notifying Customer Service in writing by mail or email.
- 6.3.**Modulr may terminate this Agreement and close the Introduced Client's account(s) by giving the Introduced Client at least two months' notice.
- 6.4.**Modulr may suspend or terminate this Agreement with immediate effect if for any reason (i) the Presented Client is unable to perform due diligence, (ii) breaches this Agreement, (iii) has provided false, incomplete or misleading information, (iv) is involved in or we have reasonable grounds to suspect fraud, money laundering, terrorist financing or other illegal activity, or (v) we are required to do so under applicable law or at the direction of a regulatory, law enforcement or other competent authority. Modulr will notify you of any such suspension or termination as soon as reasonably practicable, unless prohibited by law.
- 6.5.**This agreement will automatically terminate when all accounts of the featured client are closed (for whatever reason).
- 6.6.**Upon termination of this Agreement for any reason, any balance in the Referred Client's account(s) will be returned to the Referred Client in accordance with the Modulr Account Terms and Conditions. The Presented Client shall promptly pay all fees due (if any) under this Agreement and, in the event of a negative balance on any account, reimburse Modulr an amount equal to the negative balance.

## **7. Intellectual property**

**7.1.** The Introduced Customer acknowledges that all intellectual property rights in the Modulr Products are owned by or licensed to Modulr. Modulr grants the Introduced Customer a non-exclusive, royalty-free license for the duration of this Agreement to access and use the Modulr Products only for the purpose contemplated by this Agreement.

**7.2.** Nothing in this Agreement shall have the effect of creating or conferring any intellectual property rights on the imported customer.

## **8. Force majeure**

**8.1.** Modulr shall not be liable for the non-performance or non-delivery of any part of the Modulr Products as a result of events beyond Modulr's reasonable control, such as fire, telecommunications or internet failure, utility failure, power failure, equipment failure, labor disputes, riot, war, terrorist attack, third-party default, acts of God such as storm or lightning damage, or other causes beyond Modulr's reasonable control.

## **9. Assignment, transfer and subcontracting**

**9.1.** The Modulr Products provided to the Introduced Customer are personal to the Introduced Customer. The Introduced Customer may not novate, assign or otherwise transfer this Agreement, any interest or right under this Agreement (in whole or in part) without the prior written consent of Modulr.

**9.2.** The Introduced Client agrees that Modulr may, in its sole discretion, assign or transfer some or all of its rights and obligations or delegate any performance obligation set forth in the documents constituting this Agreement. Modulr may subcontract its obligations under this Agreement.

**9.3.** In the event of a transfer of this Agreement by Modulr to another service provider, Modulr will notify the Introduced Customer no later than two months prior to the proposed transfer; if the Introduced Customer does not wish the transfer to the new service provider, the Introduced Customer must notify Modulr in writing of its objection to Customer Service. Upon receipt of such notice, Modulr will terminate the Agreement. Any remaining balance in the Introduced Client's account(s) will be refunded to the Introduced Client in accordance with the refund procedure set forth in the Modulr Account Terms.

## **10. Liability**

**10.1.** Nothing in this Agreement shall limit the liability of either party in respect of fraud, death or personal injury resulting from negligence, whether committed by that party or its employees, agents or subcontractors.

**10.2.** Modulr does not guarantee that access to and use of Modulr products will be uninterrupted or error-free.

**10.3.** The featured customer acknowledges and agrees that Modulr shall not be liable to the featured customer for any loss, liability or damage suffered by the featured customer arising out of any

fraud control measures, purchase restrictions or other measures implemented from time to time, including measures, required to comply with legal and regulatory requirements, unless such loss, liability or damage is a direct result of Modulr's fraud, gross negligence or willful misconduct in implementing fraud control or purchase restriction measures that Modulr has expressly agreed in writing to provide to the Presented Customer.

- 10.4. Modulr shall not be liable to the Imported Customer for any loss or damage suffered by the Imported Customer as a result of any act or omission by an Authorized User or Cardholder or the use or inability to use the Modulr Products by an Authorized User or Cardholder.
- 10.5. The referred client agrees to indemnify Modulr against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings directly or indirectly incurred by or brought against Modulr in respect of any fraudulent or negligent act or misuse by the referred client, any authorised user or any cardholder of any Modulr product or any of the services provided under this agreement.
- 10.6. Modulr is in no way responsible for any third party interests or claims relating to Modulr products, except as required by law or regulation.

## **11. Reports**

- 11.1. Modulr may make certain management or other reporting or business management functions available through the Website.
- 11.2. Modulr may from time to time amend, modify, replace or withdraw in whole or in part any reports it provides without further notice.

## **12. Data protection**

- 12.1. Modulr collects and stores personal information about the featured customer and each authorized user and cardholder to enable Modulr to deliver the Modulr products and related services and to process requests from the featured customer. Modulr is the data controller for personal information collected by Modulr for this purpose. If Modulr engages a third party to provide any part of the Modulr Product, that provider owns and is the data controller of the personal information it is required to collect to operate that service. The use of personal data by third party providers will be set out in the terms of use for their services. Modulr will process personal data on behalf of such a third party provider when instructed to do so, for example to enable Modulr to provide customer services to the introduced customer.
- 12.2. Modulr processes personal data in accordance with the relevant laws on the protection of personal data.
- 12.3. If Modulr transfers the data of the presented customer to a third party in a country outside the European Economic Area, Modulr will ensure that the third party undertakes to apply the same level of protection to which Modulr is legally obliged when processing personal data.
- 12.4. For more information about how Modulr uses personal information, please see Modulr's Privacy Policy; please contact Customer Service to obtain a copy of this policy.

### **13. Amendments to the Agreement**

- 13.1. Modulr may amend or change this Agreement with two months' notice to the Introduced Customer, unless Modulr is required by law to make such a change earlier. Any proposed changes will be published on the Website and communicated to the Introduced Customer in another way that Modulr has agreed with the Introduced Customer, for example by email. If the Introduced Customer accesses Modulr's products via a partner platform, all notifications will be transmitted via this partner platform.
- 13.2. The introduced customer is not obliged to accept such changes proposed by Modulr.
- 13.3. The Introduced Customer shall be deemed to have accepted any amendment to this Agreement that Modulr notifies the Introduced Customer of, unless the Introduced Customer notifies Modulr otherwise before the relevant amendment comes into effect. In such case, Modulr will treat the notice of objection by the Introduced Customer as notice that the Introduced Customer wishes to terminate this Agreement and the use of all Modulr Products immediately. All accounts of the Introduced Client will be closed and any balance remaining in the Introduced Client's account will be refunded to the Introduced Client in accordance with the refund procedure set forth in the Modulr Account Terms. In these circumstances, the Introduced Client will not be charged a fee for the account closure and return of the balance.

### **14. General**

- 14.1. The headings in these General Terms and Conditions for New Customers are for convenience only and shall not affect the interpretation of these General Terms and Conditions for New Customers.
- 14.2. Any delay or failure by Modulr to exercise any right or remedy under this Agreement shall not be construed as a waiver of such right or remedy and shall not prevent Modulr from exercising its rights at a later date.
- 14.3. If any part of this Agreement is unenforceable, it shall not affect the remainder of the Agreement, which shall remain in full force and effect.
- 14.4. The Presented Client shall remain responsible for compliance with this Agreement until its account(s) have been closed (for whatever reason) and all amounts due under this Agreement have been paid in full.
- 14.5. This Agreement is written and available in English only, and all correspondence with the featured client will be in English.
- 14.6. This Agreement shall be governed by Irish law and the Imported Customer agrees that any dispute (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the Irish courts.

## Appendix 3:

If the Contract Holder is incorporated in the European Economic Area, this Agreement is between **You** and **Transact Payments Malta Limited (“TPML”)** 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 or the Program Manager acting on its behalf. This Agreement is between **You** and, if the Contract Holder is incorporated in the United Kingdom, **Transact Payments Limited (“TPL”)** a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA company registration number 108217, and authorised by the Gibraltar Financial Services Commission as an electronic money institution or the Program Manager acting on its behalf.

For Contract Holders who are based in the European Economic Area, only Section A of this Agreement applies to you. For Contract Holders who are based in the United Kingdom, only Section B applies to you.

## General Terms and Conditions Transact Payments Malta Limited

Yokoy

### 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 Malta Limited (collectively the “**Agreement**”) constitute a binding agreement between You and Transact Payments Malta 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 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 (“TPML”) or Program Manager on Our behalf.

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 We will not be able to complete Your order for Cards. The Agreement will be governed by the Terms and Schedule 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 Europe 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 TPML from time to time.

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

**Card** means each plastic or 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, Security Details and PINs.

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

**Card Services** means any services provided by Us or Our 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 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 and/or Yokoy App 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 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).

**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 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, given by You on behalf of the Card User when applying for the Card and as notified to Us by You from time to time.

**SMS Service** means an optional service used by the Card User to perform certain operations (including activation, blocking and unblocking a Card) by SMS text message. Where available, the SMS Service may be accessed using the number indicated in the Schedule.

**Transaction** means Your use of the 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 (ii) withdraw cash from an ATM or bank, where permitted.

**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.

**Yokoy App** means the mobile application 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, whether plastic or virtual, is a 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 Us via the Corporate Account Platform. Plastic Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Card order request completed on the Corporate Account Platform.
- 2.3 The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and for plastic Cards also at Automatic Teller Machines ("ATMs") and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.4 The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. 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.
- 2.5 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 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 The Card cannot be used unless it has been activated within the notified time by the Card User. An activation procedure will be provided with each plastic Card. You must know, and ensure that Card Users know, and follow the steps required to activate the plastic Card and the instructions must be followed. You shall only distribute the Card to the Card User and You shall be responsible for ensuring that each Card User complies with this Agreement where applicable.
- 3.1.2 The Card is only for use by the Card User and expires on the date on the front of the Card. The Card cannot be used after it has expired.
- 3.1.3 The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
- 3.1.4 When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance

available on the Card.

- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the Card.
- 3.1.8 Certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval. 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.

## 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 Payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Account has adequate funds to meet the amount required by the pre-authorisation.
- 3.2.5 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 Us 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, We shall notify You and the Card User by e-mail.

3.3.5 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. These fees cannot exceed the amount of the payment order.

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

5.1 Card Users must sign the back of the plastic Card as soon as they receive it.

5.2 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.

5.3 You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures,

including, but not limited to, the following:

- i. never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
- ii. not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
- iii. not interfering with any magnetic stripe or integrated circuit on the Card;
- iv. complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
- v. using only secure internet sites for making Card Transactions online;
- vi. choosing strong passwords that mix alpha and numeric characters when managing the Account on-line;
- vii. checking ATMs for signs of tampering, e.g. false fronts, before use;
- viii. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
- ix. reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.

5.4 You shall never be required to provide Your PIN by telephone or on the internet 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.

5.5 The PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, please visit the Corporate Account Platform or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating Your PIN.

5.6 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.

5.7 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.

5.8 Card Users shall not under any circumstances send their active Card to Us or any third party, by post or any other unsecure delivery method.

5.9 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 so that we can check it is genuine by, where applicable, a) using your 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. 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 we receive it.
- 6.4 Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve these 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 PIN or Security Details or has carried out an unauthorised Transaction, You must stop using the Card and notify Customer Services directly as soon as possible on 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 Us 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 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 us in writing.
- 7.4 You and/or the Card User may be required to assist Us, Our agents or the police if the Card is stolen or We suspect the Card is being misused.
- 7.5 Replacement Cards will be sent to the most recent address you have provided and may be subject to a fee as set out in the Schedule.
- 7.6 If any reported lost Card is subsequently found it must not be used unless You contact Customer Services first and obtain approval.

## **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 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 the Card; (iv) the way in which any refusal to accept the 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 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 our affiliates such as the Schemes, and other suppliers, contractors, distributors 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, distributors 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 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 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.
- 9.4 Once your Plastic Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

## **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, restrict its functionality and/or to demand the return of the Card 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 TPML is the Data Controller of your Personal Data associated with the application for and use of this Card and 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 <https://www.yokoy.ai/en/tpml-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 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. Guarantee**

- 14.1 We will at any time replace a Card reported as being defective. The defective product must be returned to Us in that condition by registered post. Postage costs will be reimbursed by adding them to Your Account if the product is proven to be defective after being inspected by Our technicians.
- 14.2 If Our inspection of a returned Card reported by You or the Card User as being defective shows this to be incorrect then the Card shall be returned to You or the Card User and We may apply administrative fees to the Account, which will be deducted from the available funds in accordance with the Schedule.

### **15. Exclusions**

- 15.1 The above guarantee is not applicable if:
- the Card is used in a manner which breaks any important term or repeatedly breaks any term of this Agreement; or
  - you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

### **16. General**

- 16.1 Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.
- 16.2 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.

16.3 We may contact You by letter or email using the contact details You provide on the Corporate Account Platform.

## **17. Complaints**

17.1 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.

17.2 If having received a response from our Customer Services Team you are unhappy with the outcome you can escalate your complaint to Transact Payments Malta Limited's Complaints Department at [complaints@transactpaymentslimited.com](mailto:complaints@transactpaymentslimited.com).

17.3 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.

17.4 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>)

## **18. Law, Jurisdiction and Language**

18.1 This Agreement and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Malta and subject to the exclusive jurisdiction of the Maltese courts.

18.2 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.

## **19. The Card Issuer and the Service Provider of the Card**

19.1 Your Card is issued by Transact Payments Malta Limited pursuant to its licence from the Card Scheme.

19.2 Yokoy GmbH administers and services the Card on Our behalf and is available to give You support if You have any queries.

# General Terms and Conditions Transact Payments Limited

Yokoy

## DEBIT CORPORATE OWNED FUNDS CARD

### TERMS AND CONDITIONS OF USE

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"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”) or Program Manager on Our behalf.

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

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

- f) 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);
- g) 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;
- h) that party being unable to pay its debts within the meaning of any insolvency law;
- i) there being proposed in respect of that party any voluntary arrangement under any insolvency law; or
- j) 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).

**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 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 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 Us by You from time to time.

**SMS Service** means an optional service used by the Card User to perform certain operations (including activation, blocking and unblocking a Card) by SMS text message. Where available, the SMS Service may be accessed using the number indicated in the Schedule.

**Transaction** means Your use of the 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 (ii) withdraw cash from an ATM or bank, where permitted.

**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.

**Yokoy App** means the mobile application 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, whether plastic or virtual, is a 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 Us via the Corporate Account Platform. Plastic Cards will be sent directly to You or the Card Users (as directed by You) as per the address specified on the Card order request completed on the Corporate Account Platform.
- 2.3 The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and for plastic Cards also at Automatic Teller Machines ("ATMs") and merchants, including shops and restaurants who accept the Card Scheme (subject to local laws and regulations in the country of use), providing there are sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.4 The Card remains at all times Our property and must be returned to Us or destroyed upon Our request. 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.

- 2.5 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 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 The Card cannot be used unless it has been activated within the notified time by the Card User. An activation procedure will be provided with each plastic Card. You must know, and ensure that Card Users know, and follow the steps required to activate the plastic Card and the instructions must be followed. You shall only distribute the Card to the Card User and You shall be responsible for ensuring that each Card User complies with this Agreement where applicable.

3.1.2 The Card is only for use by the Card User and expires on the date on the front of the Card. The Card cannot be used after it has expired.

3.1.3 The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.

3.1.4 When using the Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the balance available on the Card.

3.1.5 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.

3.1.6 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.

3.1.7 We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept the Card.

3.1.8 Certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machine such as in car parking lots, and toll ways are not connected in real time to the Card Scheme approval. 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.

### 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 Payments made on some machines, such as automatic fuel dispensers, generate a pre-authorisation to reserve an amount that may be greater than the payment requested. In this case, the request for pre-authorisation of the greater amount may result in denial of the Transaction and the associated payment. For services offered by these machines Card Users should ensure the Account has adequate funds to meet the amount required by the pre-authorisation.
- 3.2.5 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 Us 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, We shall notify You and the Card User by e-mail.
- 3.3.5 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. These fees cannot exceed the amount of the payment order.

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

- 5.1 Card Users must sign the back of the plastic Card as soon as they receive it.
- 5.2 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.
- 5.3 You must keep the Card, Security Details and PIN (as applicable) safe by taking appropriate measures, including, but not limited to, the following:
  - i. never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
  - ii. not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
  - iii. not interfering with any magnetic stripe or integrated circuit on the Card;
  - iv. complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
  - v. using only secure internet sites for making Card Transactions online;
  - vi. choosing strong passwords that mix alpha and numeric characters when managing the Account on-line;
  - vii. checking ATMs for signs of tampering, e.g. false fronts, before use;
  - viii. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
  - ix. reporting thefts of any Security Details relating to the Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 5.4 You shall never be required to provide Your PIN by telephone or on the internet 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.

- 5.5 The PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, please visit the Corporate Account Platform or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating Your PIN.
- 5.6 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.
- 5.7 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.
- 5.8 Card Users shall not under any circumstances send their active Card to Us or any third party, by post or any other unsecure delivery method.
- 5.9 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 so that we can check it is genuine by, where applicable, a) using your 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. 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 we receive it.
- 6.4 Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve these 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 PIN or Security Details or has carried out an unauthorised Transaction, You must stop using the Card and notify Customer Services directly as soon as possible on 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 Us 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 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 us in writing.
- 7.4 You and/or the Card User may be required to assist Us, Our agents or the police if the Card is stolen or We suspect the Card is being misused.
- 7.5 Replacement Cards will be sent to the most recent address you have provided and may be subject to a fee as set out in the Schedule.
- 7.6 If any reported lost Card is subsequently found it must not be used unless You contact Customer Services first and obtain approval.

## 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 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 the Card; (iv) the way in which any refusal to accept the 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 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 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.
- 9.4 Once your Plastic Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it in two through the magnetic strip.

## 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, restrict its functionality and/or to demand the return of the Card 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 is the Data Controller of your Personal Data associated with the application for and use of this Card and 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 <https://www.yokoy.ai/en/tpml-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 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. Guarantee**

14.1 We will at any time replace a Card reported as being defective. The defective product must be returned to Us in that condition by registered post. Postage costs will be reimbursed by adding them to Your Account if the product is proven to be defective after being inspected by Our technicians.

14.2 If Our inspection of a returned Card reported by You or the Card User as being defective shows this to be incorrect then the Card shall be returned to You or the Card User and We may apply administrative fees to the Account, which will be deducted from the available funds in accordance with the Schedule.

#### **15. Exclusions**

15.1 The above guarantee is not applicable if:

- the Card is used in a manner which breaks any important term or repeatedly breaks any term of this Agreement; or
- you have not taken due care in relation to the storage and/or maintenance of the Card (including by avoiding extended exposure to direct sunlight, exposure to water or high humidity and repeated contact with metal objects such as keys).

#### **16. General**

16.1 Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.

16.2 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.

16.3 We may contact You by letter or email using the contact details You provide on the Corporate Account Platform.

#### **17. Complaints**

17.1 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.

17.2 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).

17.3 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.

17.4 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>.

## **18. Law, Jurisdiction and Language**

- 18.1 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.
- 18.2 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.

## **19. The Card Issuer and the Service Provider of the Card**

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