

Incard

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 to the use of the Incard Visa debit Card (collectively the "**Agreement**").

This Agreement is between **You** and, if you are resident 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 for the provision of payment services. If you are resident in the European Union, 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.

For Contract Holders who are based in the United Kingdom, only Section A of this Agreement applies to you. For Contract Holders who are based in the European Union, only Section B applies to you. For Contract Holders who are based in the European Union and are Microenterprises (as defined in Section C), only Section C applies to you.

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 Mobile Application and the Corporate Account Platform.

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

1. Section A Definitions and Interpretation

Account: The electronic money account provided by incard Ltd via Currency Cloud Limited opened in accordance with your agreement with such e-money provider. For the avoidance of doubt, the issuance of electronic money is not governed by this Agreement.

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance,

sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by TPL from time to time.

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

Card means each 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, Program Manager or any third-party service providers in connection with a Card.

Card User means an individual to whom a Card is supplied and who is validly authorised by You to use 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 Program Manager's online platform 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 section 123 of the UK Insolvency Act 1986;
- d) there being proposed in respect of that party any voluntary arrangement under section 1 of the UK Insolvency Act 1986 or any compromise or arrangement under Part 26 of the UK Companies Act 2006; 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).

Microenterprise means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 10 million or currency equivalent.

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

Program Manager means INCARD LTD incorporated in the United Kingdom with company registration number 13073893 and registered office address at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.

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 Program Manager by You from time to time.

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

2. Purpose of the Card

- 2.1 The Card, 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 Program Manager 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 also at Automatic Teller Machines ("ATMs") and at 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 supply 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 the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend or as (ii) an arrangement for periodic billing as any debits as a result of such arrangements

will be considered to have been authorised by You.

- 3.1.6 We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.
- 3.1.7 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.
- 3.1.8 We are not responsible for ensuring that ATMs and point of sale terminals ("POS") will accept the plastic Card.
- 3.1.9 Strictly for plastic Cards, 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.
- 3.1.10 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose or to purchase or access the following:
- Gambling transactions
 - Dating & Escort services
 - Money orders and related quasi-cash transactions
- 3.1.11 Issuance of a Card to you allows you access to various exclusive services ("Platinum Services"). You can find out more about the Platinum Services available to you on the Website and/or Mobile App.

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 Strictly for plastic Cards, 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 Website, contacting Customer Services by telephone (available twenty-four (24) hours a day).

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 or the Website (as applicable), using the information and according to the procedures set out in the Schedule.

3.3.3 Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Program Manager of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.

3.3.4 If We block or suspend a Card, Program Manager shall notify You and/or the Card User by e-mail, if possible, prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Services at the contact details specified in the Schedule, but the discretion to unblock the Card or resume provision of Our services will be at Our discretion.

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

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

4. Card Limits and Fees

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

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

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

4.4 Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable

fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Schedule. 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 online;
 - 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 terminals. If the PIN is disabled, please 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 by, where applicable, a) using your PIN or other security code personal to you; b) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2 If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3 Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by our processing partner.
- 6.4 Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card or Account and these will be resolved as soon as possible.

7. Loss, theft and misuse of cards

- 7.1 If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related 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 Customer Services in accordance with this clause.
- 7.2 We may also suspend a Card with or without notice if We suspect that the Card, 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 Program Manager in writing.
- 7.4 You and/or the Card User may be required to assist Us, Program Manager, Our representatives or the police if 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 Scheme, and other suppliers, contractors, representatives and any of their respective affiliates (each a "**Protected Party**") (if any), to you, which may arise in connection with this Agreement. This clause 8.4, and the exclusions and limitations set out in this paragraph, are intended to operate to benefit any and all such Protected Parties and to be enforceable by each Protected Party, in accordance with the Contracts (Rights of Third Parties) Act 1999. This clause 8.4 may be amended by agreement between you and us without obtaining the consent or agreement of any Protected Party.

9. Terminating this agreement

- 9.1 This agreement shall continue in force until termination of Your Corporate Account Platform agreement with Program Manager or unless otherwise terminated in accordance with this clause 9 or clauses 10 and 13.3.
- 9.2 The Agreement may be terminated at any time by the Contract Holder by sending 30 days' written notice to Customer Services or by Us, or Program Manager for 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. The plastic Card was not activated within the notified activation period;
- ii. We reasonably suspect the security of the Card has been compromised in any way;
- iii. your agreement with Currency Cloud Limited governing the provision of e-money has been suspended, restricted or terminated; or
- iv. 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;
- v. 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;
- vi. we believe that your continued use of the Card may damage our reputation;
- vii. we believe that your use of the Card may result in harm to us or our systems;
- viii. you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement;
- ix. 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;
- x. you do not access your Account for 3 (three) years;
- xi. we cannot process your Transactions due to the actions of third parties;
- xii. you have breached this Agreement;
- xiii. in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
- xiv. You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.

10.2 As per clause 3.3, We shall remove the block on the Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Card continue for 1 month, We may terminate the Agreement instead.

10.3 Any termination or expiry of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

- 10.4 The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Agreement.

11. Penalties

- 11.1 In addition to such actions constituting a break of the provisions of this Agreement, any illegal or fraudulent use of the Card by You or the Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.
- 11.2 You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Card by You or the Card User or where You break any important provision or repeatedly break any provision of this Agreement and fail to remedy it.

12. Confidentiality and Data Protection

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

13. Variations of Agreement

- 13.1 We may, at Our discretion, alter this Agreement at any time.
- 13.2 We shall instruct Program Manager to give You 15 (fifteen) days' prior notice by 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 Website and Corporate Account Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Website and 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 Program Manager will at any time replace a Card reported as being defective. The defective

product must be returned to Program Manager 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 Program Manager's 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 Program Manager. 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.
- 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 Financial Services Commission at: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi. Details of the Gibraltar Financial Services Commission are available at <http://www.fsc.gi/fsc/home.htm>. Microenterprises may additionally refer an unresolved complaint to the Gibraltar Financial Services Ombudsman at

the following address: The Financial Services Ombudsman, Office of the Ombudsman, 10 Governor's Lane, Gibraltar and at the following website: www.ombudsman.org.gi. In such an instance, TPL is required to co-operate with any investigation and resolution procedure conducted by the Ombudsman and may be required to accept the outcome of such resolution procedure.

18. Law

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

19. Jurisdiction

- 19.1 You agree to the exclusive jurisdiction of the Gibraltar courts.

20. Language

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

21. The Card Issuer and the Service Provider of the Card

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

SCHEDULE TO INCARD CORPORATE OWNED DEBIT CARD

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

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

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

Definitions

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

Denominated Currency: GBP

Permitted country in which the Card can be issued: United Kingdom

Website: www.incard.co

Mobile App: incard, available on the Apple App Store.

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

- in-App chat (preferred method)
- By e-mail: support@incard.co
- By mail: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ
- On the Website chat: www.incard.co
- Via phone number: +44 20 33 18 11 01

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

The Card user must activate the Card as soon as it is received by following the instructions detailed on the information documents accompanying the Card.

The Card User's PIN code will be communicated to the Card User at the end of the activation process via the Website/Mobile App in the card management screen.

2. Your Card Limits

Below are the limits for the virtual and physical card profiles. The limits are in the currency of the card.

Limit per Card	GBP Physical & Virtual – Tier 1	GBP Physical & Virtual – Tier 2	GBP Physical & Virtual – Tier 3
POS Transaction Limit			
Max. Value per day	£10,000	£20,000	£30,000
Number of POS Transactions			
Max. number per day	30	40	50

Max. number per month	200	300	400
Spend value			
Max. Spend Value per month	£30,000	£40,000	£50,000
Max. Spend Value per year	£360,000	£480,000	£600,000
ATM			
Min. value per ATM withdrawals	£10	£10	£10
Max. value per ATM withdrawals	£300	£300	£300
Max. number of ATM withdrawals per day	5	5	5
Max. value of ATM withdrawals per day	£500	£500	£500
Max. number of ATM withdrawals per month	150	150	150
Max. value of ATM withdrawals per month	£7,500	£7,500	£7,500

You can (i) withdraw cash funds via ATM (although there is a charge for this service as set out below) or (ii) pay for goods and services (via an appropriate electronic payment terminal) at all points of sale ("POS") terminals that display Visa symbol.

3. Your Card Charges

All payments made using Your Card shall be in the Denominated Currency. If the Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the VISA conversion rate. You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website.

2.2 SUBSCRIPTION FEES

BETA	
Monthly Subscription Fee	Free (BETA)

2.3 FREE ALLOWANCES

BETA	
PVC Cards	1
Virtual Cards	5

o

2.4 CARD PURCHASE FEES

All Plans	
Additional Physical Cards	£6.99

o

2.5 CARD PAYMENT FEES IF FREE ALLOWANCE EXCEEDED

BETA	
PVC Card	£6.99
Virtual Card (monthly)	£1.00

o

2.6 CARD PAYMENT FEES

ATM Withdrawal (Domestic)	Cash withdrawal in Your Card's currency (2)	2%
ATM Withdrawal (International)	Cash withdrawal in a different currency than Your Card's currency (2)	2.5%
Foreign Exchange Fee (mark-up on the Visa Rate*)	Fee applicable on all operations (payments and withdrawals) made in a different currency than the Card's currency	0%
Chargebacks	This fee is not charged when the chargeback proves to be genuine.	£20.00

o

(1) *Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.*

(2) ¹ *Note: in some countries, ATM use may be subject to applicable Fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association, without our knowledge or control.*

**The Visa Rate is the exchange rate charged by Visa for the currency conversion.*

- **Section B**

1. Definitions and Interpretation

Account: The electronic money account provided by Program Manager via Currency Cloud B.V. opened in accordance with your agreement with such e-money provider. 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 and Gibraltar.

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, Program Manager or any third-party service providers in connection with a Card.

Card User means an individual to whom a Card is supplied and who is validly authorised by You to use 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 Program Manager's online platform 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

- 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 section 123 of the UK Insolvency Act 1986;
- i) there being proposed in respect of that party any voluntary arrangement under section 1 of the UK Insolvency Act 1986 or any compromise or arrangement under Part 26 of the UK Companies Act 2006; 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).

Microenterprise means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 10 million or currency equivalent.

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

Program Manager means INCARD EUROPE LIMITED incorporated in Malta with company registration number C98684 and registered office address at Level 5, St Julian's Business Centre Elia Zammit Street, ST. JULIANS, Malta.

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 Program Manager by You from time to time.

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

2. Purpose of the Card

- 2.1 This Section B does not apply to Microenterprises.
- 2.2 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.
- 2.3 The Card is issued by Us at the Contract Holder's request and upon acceptance of said request to Program Manager via the Corporate Account Platform. 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.
- 2.4 The Card can be used worldwide wherever You see the Card Scheme symbol displayed online, and also at Automatic Teller Machines ("ATMs") and at 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).
- 2.5 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.
- 2.6 The Contract Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Agreement and understand the obligations regarding the use of the Card.

3. Use of Card

3.1 Activation and General Use of the Card

- 3.1.1 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 supply 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 the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend or as (ii) an arrangement for periodic billing as any debits as a result of such arrangements will be considered to have been authorised by You.
- 3.1.6 We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals and online purchases picked up in person.
- 3.1.7 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.
- 3.1.8 We are not responsible for ensuring that ATMs and point of sale terminals ("POS") will accept the plastic Card.
- 3.1.9 Strictly for plastic Cards, 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.
- 3.1.10 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used for any illegal purpose or to purchase or access the following:
- Gambling transactions
 - Dating & Escort services
 - Money orders and related quasi-cash transactions
- 3.1.11 Issuance of a Card to you allows you access to various exclusive services ("Platinum Services"). You can find out more about the Platinum Services available to you on the

Website and/or Mobile App.

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 Strictly for plastic Cards, 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 Website, contacting Customer Services by telephone (available twenty-four (24) hours a day).

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 or the Website (as applicable), using the information and according to the procedures set out in the Schedule.
- 3.3.3 Applying for a Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Program Manager of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data.
- 3.3.4 If We block or suspend a Card, Program Manager shall notify You and/or the Card User by e-mail, if possible, prior to blocking or suspending the Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Card by contacting Customer Services at the contact details specified in the Schedule, but the discretion to unblock the Card or resume provision of Our services will be at Our discretion.

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

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

4. Card Limits and Fees

- 4.1 The Card Fees and Limits provisions are outlined in the Schedule and will apply to the Card.
- 4.2 Withdrawal and/or Transaction limits may apply to the Card as detailed in the Schedule.
- 4.3 When the fees are linked to a Transaction that results from a related service without use of the Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.
- 4.4 Each time the Card User uses the Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Schedule. 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:
- x. never allowing anyone else to use the Card or sharing the PIN or Security Details with anyone;
 - xi. not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
 - xii. not interfering with any magnetic stripe or integrated circuit on the Card;
 - xiii. complying with any reasonable instructions We give about keeping the Card and the PIN safe and secure;
 - xiv. using only secure internet sites for making Card Transactions online;
 - xv. choosing strong passwords that mix alpha and numeric characters when managing the Account online;
 - xvi. checking ATMs for signs of tampering, e.g. false fronts, before use;
 - xvii. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and

xviii. 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 terminals. If the PIN is disabled, please visit the Website 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 by, where applicable, a) using your PIN or other security code personal to you; b) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2 If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.
- 6.3 Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by our processing partner.
- 6.4 Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card or Account and these will be resolved as soon as possible.

7. Loss, theft and misuse of cards

- 7.1 If the Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related 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 Customer Services in accordance with this clause.

- 7.2 We may also suspend a Card with or without notice if We suspect that the Card, 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 Program Manager in writing.
- 7.4 You and/or the Card User may be required to assist Us, Program Manager, Our representatives or the police if 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, or Program Manager for 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. The plastic Card was not activated within the notified activation period;
 - ii. We reasonably suspect the security of the Card has been compromised in any way;
 - iii. your agreement with Currency Cloud B.V. governing the provision of e-money has been suspended, restricted or terminated; or
 - iv. 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;
 - v. 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;
 - vi. we believe that your continued use of the Card may damage our reputation;
 - vii. we believe that your use of the Card may result in harm to us or our systems;
 - viii. you fail to provide the Personal Data necessary for us to comply with our legal obligations as an e-money issuer and to fulfil this Agreement;
 - ix. 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;
 - x. you do not access your Account for 3 (three) years;
 - xi. we cannot process your Transactions due to the actions of third parties;

- xii. you have breached this Agreement;
- xiii. in case of non-payment of any annual or other applicable fees, as set out in the Schedule; or
- xiv. 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 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](#) which is provided to you at the time we collect your Personal Data.

13. Variations of Agreement

13.1 We may, at Our discretion, alter this Agreement at any time.

13.2 We shall instruct Program Manager to give You 15 (fifteen) days' prior notice by post or email before We make the change, unless the change is required to be implemented earlier by any applicable law, regulation or rule by Card Scheme, or if it relates to a change in the exchange rate. The version of this Agreement displayed on the Website and Corporate Account Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Website and 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 Program Manager will at any time replace a Card reported as being defective. The defective product must be returned to Program Manager 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 Program Manager's 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 Program Manager. 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.
- 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 Financial Services Commission at: 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

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

19. Jurisdiction

- 19.1 You agree to the exclusive jurisdiction of the Maltese courts.

20. Language

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

21. The Card Issuer and the Service Provider of the Card

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

SCHEDULE TO INCARD CORPORATE OWNED DEBIT CARD

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

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

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

Definitions

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

Denominated Currency: EUR

Permitted country in which the Card can be issued: France and Ireland

Website: www.incard.co

Mobile App: incard, available on the Apple App Store.

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

- in-App chat (preferred method)
- By e-mail: support@incard.co
- By mail: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ
- On the Website Chat: www.incard.co
- Via phone number: +44 20 33 18 11 01

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

The Card user must activate the Card in the Mobile App as soon as it is received by following the instructions detailed on the information documents accompanying the Card.

The Card User's PIN code will be communicated to the Card User at the end of the activation process via the Website/Mobile App in the card management screen.

5. Your Card Limits

Below are the limits for the virtual and physical card profiles. The limits are in the currency of the card.

Limits per Card	EUR Physical & Virtual – Tier 1	EUR Physical & Virtual – Tier 2	EUR Physical & Virtual – Tier 3
POS Transaction Limit			
Max. Value per day	€10,000	€20,000	€30,000

Number of POS Transactions			
Max. number per day	30	40	50
Max. number per month	200	300	400
Spend value			
Max. Spend Value per month	€30,000	€40,000	€50,000
Max. Spend Value per year	€360,000	€480,000	€600,000
ATM			
Min. value per ATM withdrawals	€10	€10	€10
Max. value per ATM withdrawals	€300	€300	€300
Max. number of ATM withdrawals per day	5	5	5
Max. value of ATM withdrawals per day	€500	€500	€500
Max. number of ATM withdrawals per month	150	150	150
Max. value of ATM withdrawals per month	€7,500	€7,500	€7,500

You can (i) withdraw cash funds via ATM (although there is a charge for this service as set out below) or (ii) pay for goods and services (via an appropriate electronic payment terminal) at all points of sale ("POS") terminals that display Visa symbol.

6. Your Card Charges

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

2.7 SUBSCRIPTION FEES

BETA Starter Plan	
Monthly Subscription Fee	Free (BETA)

2.8 FREE ALLOWANCES

BETA	
PVC Cards	1
Virtual Cards	5

o

2.9 CARD PURCHASE FEES

All Plans	
Additional Physical Cards	€9.99

o

2.10 CARD PAYMENT FEES IF FREE ALLOWANCE EXCEEDED

BETA	
PVC Card	€9.99
Virtual Card (monthly)	€1.00

o

2.11 CARD PAYMENT

ATM Withdrawal (Domestic)	Cash withdrawal in Your Card's currency (1)	2%
ATM Withdrawal (International)	Cash withdrawal in a different currency than Your Card's currency (2)	2.5%
Foreign Exchange Fee (mark-up on the Visa Rate*)	Fee applicable on all operations (payments and withdrawals) made in a different currency than the Card's currency	0%
Chargebacks	This fee is not charged when the chargeback proves to be genuine.	€25.00

(1) *Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.*

(2) *(2) Note: in some countries, ATM use may be subject to applicable Fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association, without our knowledge or control.*

**The Visa Rate is the exchange rate charged by Visa for the currency conversion.*

• **Section C**

This section applies to entities who are based in the European Union and are Microenterprises (as defined in Section C).

1. Definitions & Interpretation:

Account	The electronic money account provided by Program Manager via Currency Cloud B.V. opened in accordance with your agreement with such e-money provider. For the avoidance of doubt, the issuance of electronic money is not governed by this Agreement.
Cardholder Agreement	These terms and conditions relating to the use of your Card(s) as amended from time to time.
App	The mobile application provided by Program Manager that allows you to access Card-related functions such as Card activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Card.
Applicable Law	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 Cardholder Agreement or such other rule as deemed valid by TPML from time to time.
Available Balance	The value of unspent funds loaded onto your Account and available to use.
Business Day	Monday to Friday, 9am to 5pm CET, excluding bank and public holidays in Gibraltar and Malta.
Card	Any Card issued to you in accordance with this Cardholder Agreement.
Customer Services	<p>The contact center for dealing with queries about your Card. You can contact Customer Services by:</p> <ul style="list-style-type: none"> i. Calling +44 20 33 18 11 01 (your network provider may charge a fee for calling this number); ii. e-mailing support@incard.co from the email address registered to the App; or iii. writing to 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ
Expiry Date	<p>For Physical Cards: The expiry date showing on your Card.</p> <p>For Virtual Cards: the expiry date emailed to you following your application for a Virtual Card.</p>

Fee	Any fee payable by you as referenced in the Fees & Limits Schedule.
Fees & Limits Schedule	The schedule contained in this Cardholder Agreement.
KYC	Means “Know Your Customer” and constitutes our verification of your Personal Details.
Merchant	A retailer or any other person that accepts e-money.
Microenterprise	means an entity engaged in any economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet does not exceed EUR 10 million or currency equivalent.
Personal Details/Personal Data	The registered personal identity details relating to the use of your Card and App including (but not limited to) your: 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 .
Physical Card	A physical/plastic Card that can be used to carry out Transactions.
PIN	Personal Identification Number; that is, the security number provided for use with your Card.
Program	Means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services established in accordance with this Cardholder Agreement.
Program Manager	INCARD EUROPE LIMITED incorporated in Malta with company registration number C98684 and registered office address at Level 5, St Julian's Business Centre Elia Zammit Street, ST. JULIANS, Malta.
Regulatory Authority	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 Cardholder Agreement, including without limitation the Malta Financial Services Authority.
Scheme	Visa; Visa is a registered trademark of Visa International.
Transaction	The use of your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card.
Username and Password	A set of personal codes selected by you in order to access the App;
Virtual Card	A set of verification procedures used as a non-physical equivalent to a Physical Card and providing some or all of the functionality of a physical card. Any reference to a Physical Card in this Cardholder Agreement excludes the Virtual Card.

Website	www.incard.co
we, us or our	Transact Payments Malta Limited ("TPML"), a company incorporated in Malta with registered address at Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914, company registration number 91879 and which is authorised by the Malta Financial Services Authority an electronic money institution.
you or your	You, the person who has entered into this Cardholder Agreement with us by virtue of your use of the Card and any other person you have authorised to use any Cards in accordance with this Cardholder Agreement.

2. Your Cardholder Agreement and Card

- 2.1. Your Card is issued by us pursuant to a licence from the Scheme and your rights and obligations relating to the use of the Card are subject to this Cardholder Agreement.
- 2.2. You are not permitted to resell the Card.
- 2.3. You can download or print the latest version of the above terms and conditions at any time from the App and/or request a paper copy from Customer Services.

3. Obtaining and activating your Card

- 3.1. To apply for, and use, a Card you must be at least 18 and resident in France or Ireland.
- 3.2. You may apply for a Card via the App and we may require you to provide information/documentary evidence to prove your identity and address and/or we may carry out electronic identification verification checks on you.
- 3.4. When you receive your Card, you must activate it. You may activate your Virtual or Physical Card by logging into the incard App using MFA authentication and tapping "Activate Card" in the App. You will then enter your CVV to activate the card.
- 3.5. Provided we have been able to successfully complete KYC, you shall receive an activation confirmation on the App and you will be able to use the Card.

4. Personal Details

- 4.1. When entering into Transactions over the internet, some websites may require you to enter your Personal Details and, in such instances, you should supply the most recent Personal Details that you have provided Program Manager with.
- 4.2. You must notify Program Manager of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details in the App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.3. We, or Program Manager, reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Card, you authorise us and

Program Manager to undertake electronic identity verification checks on you either directly or using relevant third parties.

5. Using your Card

- 5.1. Your use of the Card is subject to the Fees detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance.
- 5.2. Your Card is to be used to spend the funds on your Account. Please refer to your agreement with your Account provider for information on how to receive funds into your Account.
- 5.3. Unless we inform you otherwise, you can use the Card at any Merchant who accepts the Scheme to carry out Transactions.
- 5.4. If for any reason a Transaction is carried out but its amount exceeds the Available Balance, you must pay us the deficit immediately, and if you fail to do so after receiving a notification from us, we reserve the right to take all necessary steps, including legal action, to recover this deficit.
- 5.5. There are certain circumstances where a Merchant may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Merchants may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Merchant has prior authorization on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.
- 5.6. Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths. We accept no liability if a Merchant refuses to accept payment using the Card.
- 5.7. 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.
- 5.8. You must not use the Card for:
 - gambling transactions;
 - dating and escort services;
 - money orders and quasi-cash transactions; or
 - any illegal purposes.
- 5.9. Issuance of a Card to you allows you access to various exclusive services ("Platinum Services"). You can find out more about the Platinum Services available to you on the Website and/or Mobile App.

6. Authorising Transactions

- 6.1. You will need to give your consent to each Transaction by, where applicable, a) using your PIN or other security code personal to you; or b) 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. The time of receipt of a Transaction order is when it is received by our processing partner. 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. Certain Merchants may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Merchant.
- 6.4. Your ability to use or access the Card may occasionally be interrupted, for example if Program Manager or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Card and these will be resolved as soon as possible.

7. Managing & Protecting Your Card

- 7.1 You will need a Personal Identification Number (PIN) in order to make payments at a Merchant with the Card. Your PIN will be available in the Mobile App. Log in and go to the "Cards" tab, select the card whose PIN you want to see and press "View PIN. The PIN will be displayed after a biometric ID confirmation.
- 7.2 If you forget your PIN, you may retrieve it from the Mobile App following the above-described process. For further assistance with any PIN-related queries, please contact Customer Services.
- 7.3 You must not give your Card to any other person or allow any other person to use it.
- 7.4 You are responsible for your Card, PIN, App and any related security details ("Security Details") and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):
 - i. never letting any other person use your Security Details;
 - ii. never writing your Security Details on your Card or on anything you usually keep with your Card;
 - iii. keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.
- 7.5 Failure to comply with this condition 8 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at condition 12.
- 7.6 If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Services immediately.
- 7.7 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, Program Manager will notify you securely via [email/SMS/push notification/phone call].
- 7.8 Once your 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.

8 Cancellation

- 8.1 You may terminate your Card at any time by contacting Customer Services.

- 8.2 Once your Card has been cancelled, it will be your responsibility to destroy your Physical Card(s).
- 8.3 If any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or we receive a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand.

9 Expiry

- 9.1 You will not be able to use your Card following its Expiry Date. This Cardholder Agreement shall terminate on the Expiry Date unless you are issued with a replacement card.

10 Termination or Suspension of your Card

- 11.1 When this Cardholder Agreement is terminated, your Card cannot be used. We, or Program Manager for us, may terminate this Cardholder Agreement at any time by giving you two months' advance notice (which will be sent to the email address that you have provided to us);
- 11.2 We, or Program Manager for us, can suspend your Card, restrict its functionality or terminate this Cardholder Agreement at any time with immediate effect if:
- i. you haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
 - ii. you do not repay money that you owe to us; or
 - iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Cardholder Agreement; or
 - iv. we reasonably suspect that the security of the Card has been compromised or that you, or any third party, have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;
 - v. your agreement with Currency Cloud B.V. governing the provision of e-money has been suspended, restricted or terminated; or
 - vi. we believe that your use of the Card may result in harm to us or our systems; or
 - vii. we believe that your continued use of the Card may damage our reputation; or
 - viii. you become bankrupt; or
 - ix. we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or
 - x. we cannot process some or all of your Transactions due to the actions of third parties; or
 - xi. you have breached this Cardholder Agreement.
- 11.3 In the event that we do suspend or terminate your Card then, where lawfully permitted, we or Program Manager shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

12 Loss or Theft of your Card.

- 12.1 You are responsible for protecting your Card as if it were cash in your wallet – if it is lost or stolen, you may lose some or all of the money on your Card unless you contact us as specified in this condition.
- 12.2 You must contact us without delay by calling us on our 24-hour lost and stolen card helpline +44 20 33 18 11 01, if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any of the Security Details is known to an unauthorised person or you think that a Transaction has been incorrectly executed.
- 12.3 If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Cardholder Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.
- 12.4 Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.
- 12.5 Replacement Cards will be sent to the most recent address you have provided and may be subject to a Fee, which will be set out in the Fees & Limits Schedule.
- 12.6 You agree to cooperate with our agents, any Regulatory Authority, the police and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.
- 12.7 In the event that you inform us of any unauthorised or incorrectly executed Transaction without undue delay, or in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Cardholder Agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 12.8 In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.
- 12.9 In the event that a Transaction that was executed within European Economic Area arrived later than it should have according to the terms of this Cardholder Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.

13 Payment Disputes

- 13.1 If you dispute a Transaction that you have authorised, and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.
- 13.2 If your dispute with a Merchant relating to a Transaction cannot be resolved you should contact us at Customer Services, and we will attempt to assist you as far as is reasonably practicable.

- 13.3 If you have reason to believe that a Transaction was carried out without your consent or in error, you may ask Program Manager to investigate the Transaction. If an investigation occurs, the disputed amount will be unavailable to spend until our investigation is complete and if we receive information that proves the Transaction was genuine, this will be deducted from your Available Balance and we may charge you an investigation fee, subject to the Fees & Limits Schedule. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

14 Foreign Exchange

- 14.1 If you use your Card in a currency other than the currency in which your Card is denominated ("Foreign Currency Transaction"), the amount deducted from your Available Balance will be the amount of the Foreign Currency Transaction converted to your Card currency using a rate set by the Scheme.
- 14.2 You may also be charged a foreign exchange Fee as set out in the Fees & Limits Schedule. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a Foreign Currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Website prior to making a Foreign Currency Transaction. This information will also be sent to you by push notification after making a relevant Foreign Currency Transaction, where required by applicable law. You are able to opt out of receiving this notification by disabling push notifications in your phone's settings.

15 Our Liability

- 15.1 We shall not be liable for:
- i. any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;
 - ii. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - iii. any use of this Card that is contrary to this Cardholder Agreement;
 - iv. any goods or services that are purchased with the Card; and
 - v. any damages due to loss, fraud or theft that you have reported to us later than 13 months after the event.
- 15.2 We will not be liable to you if your contact details have changed and you have not told us.
- 15.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 15.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.
- 15.5 Nothing in this Cardholder Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

- 15.6 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 15.7 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to you, which may arise in connection with this Cardholder Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), limitedly for the purpose of this clause.

16 Complaints

- 16.1 Should you wish to make a complaint about your Card, you may contact Customer Services by email at support@incard.co to submit details of any such complaint.
- 16.2 Upon our receipt of your emailed complaint, we shall endeavour to respond to you as quickly as possible but in any event we shall reply to you by email and (where applicable) by phone call within 15 Business Days.
- 16.3 If, having received a response from our Customer Services team, you are unhappy with the outcome you can escalate your complaint to TPML's Complaints Department by writing to complaints@transactpaymentslimited.com
- 16.4 If TPML's Complaints Department is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You will receive a formal response of their findings within 35 Business Days of your complaint.
- 16.5 We will make every effort to reach a resolution to your complaint and will fully explain the reasoning behind our decision.
- 16.6 In the unlikely event that we are unable to resolve your issue to your satisfaction 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>)

17 General Communication

- 17.1 Any communication from us or from Program Manager to you will be given via email (using the latest contact details with which you have provided us).
- 17.2 You may contact Customer Services via the details which are set out in clause 1.

18 Personal Data

- 18.1 TPML will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Cardholder Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Cardholder Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Cardholder Agreement in accordance with clause 11.1(iii) above.

- 18.2 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our [Privacy Policy](#) which is provided to you at the time we collect your Personal Data.

19 Changes to the Terms and Conditions

- 19.1 We may update or amend this Cardholder Agreement at any time on at least 2 months' advance notice, which we shall instruct Program Manager to give you by post or email (using the latest contact details you have provided us with).
- 19.2 If you do not agree with the changes to the Cardholder Agreement, you may at any time within the 2-month notice period terminate your Cardholder Agreement. You will be deemed to have accepted any change to this Cardholder Agreement unless you notify us before the proposed date of the change.
- 19.3 If any part of this Cardholder Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

20. Language

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

21 Governing Law

- 21.1 This Cardholder Agreement is governed by Maltese law.

22 Jurisdiction

- 22.1 You agree to the non-exclusive jurisdiction of the courts of Malta.

23 Miscellaneous

- 23.1 Any delay or failure to exercise any right or remedy under this Cardholder Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 23.2 The Card is a payment service product and not a deposit or credit or banking product and, as such is not governed by the Deposit Security Scheme of Malta. Please refer to your agreement with Currency Cloud B.V. governing the provision of e-money to find out more about the safeguarding of your funds.
- 23.3 If any provision of this Cardholder Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 23.4 You may not assign or transfer any of your rights and/or benefits under this Cardholder Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Cardholder Agreement have been paid by you in full. We may assign our rights and benefits under this Cardholder Agreement to a third party and may subcontract any of our obligations under this Cardholder Agreement.

Fees and Limits Schedule

Limits

Limits per Card	EUR Physical & Virtual – Tier 1	EUR Physical & Virtual – Tier 2	EUR Physical & Virtual – Tier 3
POS Transaction Limit			
Max. Value per day	€10,000	€20,000	€30,000
Number of POS Transactions			
Max. number per day	30	40	50
Max. number per month	200	300	400
Spend value			
Max. Spend Value per month	€30,000	€40,000	€50,000
Max. Spend Value per year	€360,000	€480,000	€600,000
ATM			
Min. value per ATM withdrawals	€10	€10	€10
Max. value per ATM withdrawals	€300	€300	€300
Max. number of ATM withdrawals per day	5	5	5
Max. value of ATM withdrawals per day	€500	€500	€500
Max. number of ATM withdrawals per month	150	150	150
Max. value of ATM withdrawals per month	€7,500	€7,500	€7,500

You can (i) withdraw cash funds via ATM (although there is a charge for this service as set out below) or (ii) pay for goods and services (via an appropriate electronic payment terminal) at all points of sale (“POS”) terminals that display the Visa symbol.

2.12 SUBSCRIPTION FEES

BETAS Starter Plan	
Monthly Subscription Fee	Free (BETA)

2.13 FREE ALLOWANCES

BETA

PVC Cards	1
Virtual Cards	5
Number of POS Domestic	100
Number of POS International	25
Domestic POS	€15,000.00

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2.14 CARD PURCHASE FEES

All Plans	
Additional Physical Cards	€9.99

o

2.15 CARD PAYMENT FEES IF FREE ALLOWANCE EXCEEDED

BETA	
PVC Cards	€9.99
Virtual Cards	€1.00

o

2.16 CARD PAYMENT

ATM Withdrawal (Domestic)	Cash withdrawal in Your Card's currency (2)	2%
ATM Withdrawal (International)	Cash withdrawal in a different currency than Your Card's currency (2)	2.5%
Foreign Exchange Fee (mark-up on the Visa Rate*)	Fee applicable on all operations (payments and withdrawals) made in a different currency than the Card's currency	0%
Chargebacks	This fee is not charged when the chargeback proves to be genuine.	€25.00

(1) *Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to You at the time of purchase.*

(2) *(2) Note: in some countries, ATM use may be subject to applicable Fees, surcharge rules*

and regulations of the relevant ATM, or other financial institution or association, without our knowledge or control.

**The Visa Rate is the exchange rate charged by Visa for the currency conversion.*