

TBS Prepaid Visa Terms and Conditions

IMPORTANT INFORMATION: Please read this Agreement carefully before activating the Account. This Agreement becomes effective and binding on you when you activate or use the Card. This Agreement will apply until the Card expires or until either of us ends this Agreement, whichever happens first. The Fees & Limits Schedule at the end of this document forms part of this Agreement.

1. Definitions & Interpretation:

Account	The electronic money account associated with the Card and provided to you by us.
Agreement	These terms and conditions relating to the use of the Card(s), which may change from time to time.
Applicable Law	any law which applies to the provision and use of the Card and Account (including, but not limited to, any local law of the jurisdictions into which the Program is provided and operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation published by any Regulatory Authority, any order issued by a court which has authority over you, us or Program Manager, or any rule or requirement set by Visa related to the Card and/or services to be provided under this Agreement or any other rule that we consider to be valid and as amended from time to time.
Available Balance	The value of unspent funds loaded onto the 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 prepaid Card which we issue to you under this Agreement.
Customer Services	The contact center for dealing with queries about the Card and Account. You can contact Customer Services by: <ul style="list-style-type: none">i. calling +39 080 2052 230 (your network provider may charge a fee for calling this number);ii. e-mailing info@tbs-europe.com from the email address registered to the Website; oriii. writing to TBS Europe srl, Via Rodolfo Redi, 3 - 70124 Bari, Italy
Expiry Date	The expiry date showing on the Card.

Fee	Any fee payable by you as referenced in the Fees & Limits Schedule.
Fees & Limits Schedule	The schedule contained in this Agreement.
KYC	Means “Know Your Customer” and constitutes our verification of your Personal Details.
Visa	The payment network applicable to the Card.
TBS	TBS Europe SRL incorporated in Italy with registration number BA – 590278 and registered office address at Via Rodolfo Redi, 3 - 70124 Bari, Italy
Personal Details/ Personal Data	The registered personal identity details relating to the use of the Card and Website 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.
PIN	Personal Identification Number; that is, the security number provided for use with the Card.
Program	Means the issuance, marketing, sale, processing, administration, supervision, maintenance, servicing, authorisation or usage of the Cards and any other payment services provided under this Agreement.
Program Manager/SetldPay	SetldPay Ltd, incorporated and registered in England and Wales with company number 14781780 and registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ; or TBS on its behalf.
Regulatory Authority	VISA and/or any regulator or agency (for example, the Malta Financial Services Authority, which are the bodies which grant our licence and supervise our actions) which has authority over us or Program Manager in relation to the Card or any services which we provide under this Agreement.
Retailer	A retailer or any other person that accepts electronic money.
Transaction	Using the Card to make (i) a payment, or a purchase of goods or services from a Retailer where you pay (in full or in part) <u>but not</u> including where you pay over the internet, by phone or by mail order.
Username and Password	A set of personal codes selected by you in order to access the cardholder area of the Website.
Website	http://www.mybalance.cards , the web application on the website provided by SetldPay that allows you, once you are securely logged in, to

access the Account and carry out certain Account-related functions such as activating the Card, viewing Transactions, blocking and unblocking the Card and raising queries with Customer Services in relation to use of the Card.

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 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 Agreement.

2. Your Agreement and Card

- 2.1. The Card is issued by us in accordance with our Visa licence and you must use the Card in accordance with this Agreement.
- 2.2. You can download or print the latest version of this Agreement at any time from the Website and/or request a paper copy from Customer Services.
- 2.3. The Card is an e-money product; it is not a credit, charge or debit card or connected in any way to your bank account.
- 2.4. You are not permitted to resell the Card.

3. Obtaining and activating the Card

- 3.1. To receive, and use, a Card you must be at least 18 and resident in Italy.
- 3.2. Your Card will be activated but placed in a locked state prior to you receiving it. Once you receive a Card and before you are able to use it, you must create an account and register your information on the Website. 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 (known as ‘KYC’) on you.
- 3.3. Provided we have been able to successfully complete your registration and KYC, you will receive an activation confirmation on the Website, funds will be loaded and you will be able to use the Card.

4. Personal Details

- 4.1. You must notify Program Manager of any change in your Personal Details as soon as possible by contacting Customer Services or updating the details on the Website. You will have to pay for any loss that happens directly as a result of any delay in telling us about a change or if you have not

told us because you've been grossly negligent or committed fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you.

- 4.2. We, or Program Manager, reserve the right at any time to satisfy ourselves that your Personal Details are correct (for example, by requesting relevant original documents) including so that we can prevent fraud and/or money laundering. Also, you authorise us or Program Manager to undertake electronic identity verification checks on you either directly ourselves or using relevant third-party companies, when you apply for a Card or at any time in the future.

5. Adding funds to the Card

- 5.1. The funds are loaded on to the Card automatically when you successfully register and activate it. You are not permitted to add additional funds to the Card.

6. Using the Card

- 6.1. You can use the Card subject to the Fees which you can find in the Fees & Limits Schedule at the bottom of this Agreement. The Fees will be deducted from the Available Balance as they are charged to you.
- 6.2. Any Fees which are charged on a regular basis shall be payable by you proportionally up to the time when this Agreement ends. If you pay any Fees in advance, they shall be reimbursed to you proportionally.
- 6.3. Unless we inform you otherwise, you can only use the Card to purchase the following types of goods and services:
 - Petroleum and Petroleum Products Wholesalers, Except bulk Stations and Terminals) (MCC Code 5172)
 - Service stations (with or without ancillary services) (MCC Code 5541)
 - Automated fuel dispensers (MCC Code 5542)
 - Fuel dealers — fuel oil, wood, coal and liquefied petroleum (MCC Code 5983)
- 6.4. You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including enough funds to cover value added tax and any other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Retailers may not allow you to combine paying by Card with other payment methods.
- 6.5. If for any reason a Transaction is carried out but the amount is greater than the Available Balance, you must pay us the difference immediately. If you don't pay us after receiving a notification from us, we reserve the right to take all necessary steps to recover the difference, including legal action.
- 6.6. There are certain circumstances where a Retailer may require you to have an Available Balance which is greater than the value of the Transaction you wish to make. Retailers may request this as they may need to access more funds than you initially planned to spend for example, when you make hotel or rental car reservations. If this happens, you will not have access to the blocked amount of funds until the Transaction is completed or, at the latest, up to a period of 30 days. We will only block access to the exact amount of funds which you authorise with the Retailer. You will only be charged for the actual and final value of the Transaction.

- 6.7. You cannot use the Card at Retailers who cannot check that you have sufficient Available Balance for the Transaction. We are not responsible if a Retailer refuses to accept payment using the Card.
- 6.8. You can use the Card in accordance with the limits placed on it. The limits are set out in the Fees & Limits Schedule.
- 6.9. You are only permitted to use the Card for purchasing the goods and services set out at clause 6.3. You are not permitted to use the card for any illegal purposes.

7. Authorising Transactions

- 7.1. You must give your consent to each Transaction by a) using your PIN or other security code personal to you; b) providing the Card details; and/or c) providing any other details personal to you and/or the Card. Once you have given your consent to the Transaction, we will consider it to be authorised by you.
- 7.2. When you make a Transaction, we consider it to be received when it is received by our processing partner. If a Transaction order is received after 4pm on a Business Day then it will be considered to have been received on the next Business day.
- 7.3. Once a Transaction has been authorised by you and received by us, it cannot be reversed.
- 7.4. Certain Retailers 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 Retailer.
- 7.5. 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 if you experience any problems using the Card or Account and these will be resolved as soon as possible.

8. Managing & Protecting the Account and Card

- 8.1. You will need a Personal Identification Number (PIN) in order to make payments at a Retailer with the Card. Your PIN will be available to you via the Website after logging in to your account.
- 8.2. If you forget your PIN, you can retrieve it from the Website. For further assistance with any PIN-related queries, please contact Customer Services.
- 8.3. You must not give the Card to any other person or allow any other person to use it.
- 8.4. You are responsible for the Account, Card, PIN and any related security details (we will refer to all of these as 'Security Details' in the rest of this clause 8) and must take all possible measures to keep them safe and entirely confidential. Examples of these measures include (but are not limited to):
 - i. never letting any other person use your Security Details;
 - ii. never writing your Security Details on the Card or on anything you usually keep with the Card;
 - iii. keeping your Security Details secret at all times for example, by not using your PIN if anyone else is watching.

- 8.5. If you don't keep your Security Details safe, you may not be able to claim any losses if we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with unreasonable delay or with gross negligence. In all other circumstances, the maximum amount you will be required to pay will be €50.
- 8.6. If you believe that someone else knows any of your Security Details, you must notify us by contacting Customer Services immediately.
- 8.7. If we suspect or believe that there may be a security threat or a threat of fraud to the Card, Program Manager will notify you securely via email or telephone call.
- 8.8. 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.

9. Cancellation

- 9.1. You may cancel the Card and end this Agreement at any time by contacting Customer Services.
- 9.2. Once we have received all necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed and deducted, we will refund any Available Balance to you if:
 - i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
 - ii. there are no laws or regulations which require us to keep hold of your Available Balance or the police, a court or any regulatory authority have not asked us to do so.
- 9.3. Once the Card and Account have been cancelled, you must destroy your Card(s).
- 9.4. If we find that further Transactions have been made or Fees have been incurred using the Card(s) after we give you back your Available Balance, Program Manager will notify you of the amount and you must immediately repay it to us when they or we ask for it.

10. Expiry & Redemption

- 10.1. You will not be able to use the Card following its Expiry Date. This Agreement shall end on the Expiry Date unless we issue you with a replacement Card.
- 10.2. You may redeem your Available Balance by contacting Customer Services at any time while the Account is open. Once the Account is closed, and subject to any legal obligations which we must comply with, you will be able to redeem your Available Balance at any time within six years from the date this Agreement was terminated. When we process your request for funds, we may require you to provide us with KYC information and/or documents so that we can check your identity. We may charge a redemption Fee if you request redemption of your Available Balance before, or 12 months after, this Agreement ends. If we do charge a Redemption Fee, it is included in the Fees & Limits Schedule at the end of this Agreement.
- 10.3. If you owe us any funds or fees when you request your Available Balance, we shall have the absolute right to deduct those funds or fees from the funds held in the Account or Card.

11. Termination or Suspension of the Card and Account

- 11.1. When this Agreement is terminated, the Account is closed. We, or Program Manager for us, may terminate this 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 the Card/Account, restrict its functionality or terminate this Agreement at any time immediately if:
- i. you haven't given us information we need or we believe that any of the information that you have provided to us was incorrect or false; or
 - ii. a Transaction has been declined because you don't have sufficient funds in the Account or you do not repay money that you owe to us; or
 - iii. you do not provide the Personal Data that we need to be able to comply with our legal obligations and to fulfil this 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 way or for fraudulent or other illegal purposes;
 - v. we believe that your use of the Card may result in harm to us or our systems; or
 - vi. we believe that your continued use of the Card may damage our reputation; or
 - vii. you become bankrupt; or
 - viii. we are required to suspend/restrict the Card or terminate this Agreement under Applicable Law or if we believe that your continued use of the Card may be in breach of Applicable Law; or
 - ix. we cannot process some or all of your Transactions due to the actions of third parties; or
 - x. you have breached this Agreement in a serious or persistent way.
- 11.3. If we do suspend or terminate the Card then, if we are legally allowed to, 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. If we suspend or block the Card or Account, we will unblock it as soon as the reasons for blocking no longer exist.

12. Loss or Theft of the Card

- 12.1. You are responsible for protecting the 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 the Card unless you contact us as set out in this section.
- 12.2. You must block your card via the Website without delay and notify TBS by email at info@tbs-europe.com if you know or suspect that a Card is lost, stolen or being used without your permission or that the PIN or any of the Security Details is known to anyone else or if you think that a Transaction has not been carried out correctly.

- 12.3. If the Card was lost, stolen or used by someone without your permission and you have reported it to us, you must pay the first €50 of losses. If our investigations show that you authorised a Transaction that you're disputing or that you acted fraudulently or that you negligently or intentionally breached the terms of this Agreement (for example, by not keeping the Card or PIN safe), we won't refund you the amount spent.
- 12.4. Once you report a loss, theft or unauthorised use of the Card to us, we will block the Card so that it cannot be used.
- 12.5. Replacement Cards will be sent to the most recent address you have provided to us and will be subject to a Fee.
- 12.6. You agree to cooperate with our agents, any Regulatory Authority, the police and us if the Card is lost, stolen or if we suspect that someone has used it fraudulently.
- 12.7. If you think that a Transaction has been made that you didn't authorise or you think that it was incorrect, you must tell us as soon as possible, and no later than 13 months after the Transaction date, and we will refund the amount immediately. We won't refund it if we believe that the incident may have been caused by a breach of this Agreement, through gross negligence or if we have reasonable grounds to suspect fraud.
- 12.8. If you don't think we've carried out a Transaction correctly, we will immediately try to trace the Transaction and will notify you of the outcome. We will not charge you for doing this. If we are liable for the Transaction, we will refund the amount as soon as we can, together with the amount of any charges which may have been charged to you.
- 12.9. If a Transaction that you carried out within the European Economic Area arrived later than it should have according to the terms of this Agreement, you may ask us to contact the receiving bank to ask them to treat it as if it was made on time.
- 12.10. If you ask us to investigate a Transaction which is initiated by a Payee (for example, a recurring payment that you have authorised) and the exact Transaction amount was not specified when you authorised the payment and the amount was more than you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case, we will refund that amount.
- 12.11. We won't refund it if the amount relates to currency exchange fluctuations, if you have given your consent to execute the Transaction directly to us or if information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks before the due date of the Transaction.
- 12.12. We will only provide a refund if you request it from us within 8 weeks of the date on which it was debited.

13. Payment Disputes

- 13.1. If you dispute a Transaction that you have authorised, and which has been processed on the 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 the Card.

- 13.2. If the dispute cannot be resolved, you should contact us at Customer Services, and we will try to help you resolve it.
- 13.3. If you think that a Transaction was carried out without your consent or in error, you may ask Program Manager to investigate it. If an investigation occurs, the disputed amount will be unavailable to spend until our investigation is complete. If we receive information that proves the Transaction was genuine, the relevant amount will be deducted from your Available Balance and we may charge you an investigation fee (as set out in the Schedule). If you do not have sufficient Available Balance, you must repay us the amount immediately when we ask for it.

14. Foreign Exchange

- 14.1. The currency of the Card is EUR (Euros). If you use the Card in a currency other than the currency of the Card (we will refer to this amount in this section as the “Foreign Currency Transaction”), we will use an exchange rate set by Visa to convert the amount to the currency of the Card and we will deduct it from your Available Balance. For example, if the currency of the Card is Euros and you buy a product in Pounds Sterling, we will convert the Pounds to Euros and then deduct the Euros amount from your Available Balance.
- 14.2. You may also be charged a foreign exchange Fee. If you are charged this, it is set out in the Fees & Limits Schedule below.
- 14.3. You can compare charges for currency conversion with other Cards’ charges by checking the real-time percentage difference between the amount that will be charged on the Card for a Foreign Currency Transaction (which consists of the mark-up applied by Visa 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 before you make a Foreign Currency Transaction. This information will also be sent to you by email after making a relevant Foreign Currency Transaction, where the law requires us to do this. You can opt out of receiving this notification via the Website.

15. Our Liability

- 15.1. We shall not be liable for:
- i. any loss which occurs from anything which is directly or indirectly beyond our control. Examples of this include: if a payment network fails or if a payment network’s data processing system doesn’t work properly;
 - ii. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - iii. any loss which happens as a result of any use of the Card that does not comply with this Agreement;
 - iv. any goods or services that are bought with the Card; and
 - v. anyone refusing to accept the Card;
 - vi. any damages that you suffer due to loss, fraud or theft that you have reported to us later than 13 months after the event/debit date.

- 15.2. If the Card is faulty and this is our fault, our sole responsibility will be to replace the Card.
- 15.3. If funds are incorrectly deducted from your Available Balance and this is our fault, our sole responsibility will be to pay you the correct amount.
- 15.4. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 15.5. The above exclusions and limitations set out in this paragraph will also apply to any of our partners, including Visa and other suppliers, contractors, representatives and any of their partners (if any) which may arise in connection with this Agreement.

16. Complaints

- 16.1. If you would like to make a complaint about the Card and/or Account, please send an email to Program Manager's Customer Service department at complaints-visa@setldpay.com.
- 16.2. Customer Service will try to respond to you as quickly as possible and at the latest within 15 Business Days.
- 16.3. If you're not happy with the response from Customer Service, you can escalate your complaint to TPML's Complaints Department by writing to complaints@transactpay.com. Please ensure you include the required Personal Details so that we can properly identify and contact you.
- 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://financiarbiter.org.mt>)

17. General Communication

- 17.1. When we or Program Manager communicate with you, we'll do it via the Website and/or by email. We'll use the latest contact details which you have provided us with.
- 17.2. You may contact Customer Services via the details which are set out in clause 1 of this Agreement.

18. Personal Data

- 18.1. We will collect certain information about you so that we can provide and operate the Card program. We need you to provide your Personal Data (for example, your name and address) so that we can carry out our obligations under this Agreement (for example, so that we can send you a card with your name on it and send it to the right address). Sometimes, we may need to use your Personal Data so that we can take certain steps, where you ask us to, before we enter into this

Agreement. If you don't provide the Personal Data which we ask you for, we will take steps to end this Agreement in accordance with clause 11.2.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 Agreement at any time if we give you at least 2 months' notice first. If we do this, we shall ask Program Manager to notify you by e-mail (using the latest contact details you have you have provided us with).
- 19.2. If you do not agree with the changes to the Agreement, you may end this Agreement at any time within the 2-month notice period in accordance with clause 10 and you can redeem any unused Available Balance at that time without incurring a Fee. If you don't notify us before the 2-month deadline, we will consider that you have accepted the changes to this Agreement.
- 19.3. If any part of this Agreement does not comply with any regulatory requirements, then we will not rely on that part but we'll 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 we reasonably can.

20. Language

The English language version of this Agreement, any communications that we send to you and any content on the Website content will apply. If we translate this Agreement or any other content relating to the Program into another language, the translated version is for reference only.

21. Governing Law

This Agreement is governed by Maltese law.

21. Jurisdiction

You agree to the non-exclusive jurisdiction of the courts of Malta. 'Non-exclusive jurisdiction' means that you may also have the right to refer a dispute to the court of another country.

22. Miscellaneous

- a. Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time. This means that if we don't enforce our rights against you at a particular time, we are still able to do so at a later time.

- b. The Card is a payment service product and not a deposit or credit or banking product. They are therefore not governed by the Depositor Compensation Scheme. This compensation scheme protects customers' money when financial firms fail and you can find out more about it at the following link: <https://www.mfsa.mt/our-work/depositor-and-investor-compensation-schemes>. However, we will safeguard your funds so that they are protected by Applicable Law if we become insolvent. If you'd like further information on how your funds are protected, please contact Customer Services.
- c. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- d. You may not assign or transfer any of your rights and/or benefits under this 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 Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement, if we reasonably believe that this would not have a significant negative effect on your rights.

Fees & Limits Schedule

Transaction Fees and usage	Fees (EUR)
Foreign Exchange charge	2.99% (on top of exchange rate mark-up charged by Visa)
Miscellaneous Fees	
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use)	0
Redemption Fee – this is chargeable if you request redemption of your funds before this Agreement ends or 12 months after this Agreement ends.	0
Expired Card Reissuance Fee – this is chargeable if you request reissuance post card expiration	1.65
Recurring Fees	
Monthly account fee – this fee is charged monthly after 6 months from activation	3.00
Annual Compliance fee – this fee is charged once per year beginning after the first year from card activation	0.53

LIMITS

Limit Type	Frequency	EUR
Max. Total Balance (€)	per card	400
Max. Number POS (#)	1 day	100
Max. Value POS (€)	1 day	400
Max. Value POS (€)	4 days	400