



SHUTTEL EMV Card CARD TERMS AND CONDITIONS

This agreement ("**Terms**") sets out the terms and conditions relating to the use of the Card issued by Enfuce License Services Ltd and constitutes a binding agreement between You and Us.

"**You**" and "**Your**" means the Account Owner, as defined below.

The Card is issued by Enfuce License Services Ltd ("**Enfuce**", "**We**", "**Our**" or "**Us**"), a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3. Enfuce is authorised and supervised by the Finnish Financial Supervisory Authority as an electronic money institution, and is authorised to issue card payment instruments connected to the Card Scheme (as defined below) network.

The Card is provided to You in collaboration with Shuttel B.V. (see below for further details) which is referred to in these Terms as the "**Program Manager**". The Program Manager provides You with the User Interface, provides the Customer Services and performs certain activities related to the administration and management of the Card Program on Our behalf. These Terms apply to the following Card program ("**Card Program**"):

Card Program Description

Type of Card:	Corporate Physical Tokenized (if applicable)
Type of funding:	The Card is a type of credit card where the funds spent by Cardholders using the Cards are invoiced by the Program Manager. With the exception of use of the Card for public transportation, use of the Card is limited to the daily and/or weekly limits on the Card (which are reset either daily or weekly (as applicable)) and any other limits referred to in these Terms. The payment and invoicing arrangements in relation to the Card spend are solely between the Account Owner and the Program Manager. For the avoidance of doubt, We are not a party to any credit agreement and we do not provide funding in respect of the Card(s).
Card Scheme:	Visa
Denominated Currency:	EUR (Euro)
Issuer:	Enfuce License Services Ltd, a company incorporated in Finland with registered address Metsänneidonkuja 12, 02130 Espoo, Finland and company registration number 2992502-3 and authorised by the Finnish Financial Supervisory Authority as an electronic money and payment institution.
Program Manager:	Shuttel B.V., business identity code 22027181, a company incorporated in the Netherlands with its principal office at Stationsplein 1 E 3818LE, Amersfoort, Netherlands

User Interface:	Website: www.shuttel.nl Mobile application: The Shuttel app is available on the Appstore (Apple) / Playstore (Android) Support website: www.support.shuttel.nl The online interface operated by the Program Manager, which enables ordering and administration of Cards by You, and the activation, viewing Transactions, blocking and unblocking the Card and raising queries with Customer Services in relation to the use of the Card(s) and/or available funds
Transaction limits:	As set out in the Schedule.
Other use restrictions:	Permitted use: Transactions at service stations, automated fuel dispensers, electric vehicle charging, parking lots, parking meters and garages. In addition, if enabled on a particular Card, such Card may be used in Transactions for certain transportation services. The aforementioned list of permitted use locations is a non-exhaustive list of merchant category codes (MCCs) where a Card may be used. Please refer to your Customer Agreement for an exact list of MCCs where a Card may be used. Territory: Europe , UK and Switzerland ATM withdrawals: No

The application for and the use of the Card is subject to the Terms set out below. You will be asked to confirm Your acceptance of these Terms when You apply for Card(s) via the User Interface specified above. If You refuse to accept these Terms then We will not be able to complete Your order for Cards. These Terms in force will be displayed on the User Interface.

When We accept Your application for the Card, a legally binding agreement will be created between You and Us, on the terms and conditions set out in these Terms.

By confirming your agreement to these Terms on behalf of the corporate entity or organisation you represent, i.e. the Account Owner, you confirm that you have appropriate authority to enter into a legally binding agreement with Us and bind the Account Owner.

Please read to these Terms carefully and retain a copy for future reference. These Terms include:

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1 Definitions and Interpretation

1.1 Defined terms shall have the meanings defined below, unless defined elsewhere in these Terms:

“Account Owner” means You, the business entity to whom the Cards are issued, who owns the available funds on the Cards, and who is entitled to permit Card Users to use the Cards.

“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 Card 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 Cards and/or services to be provided under these Terms or such other rule as deemed valid by Us from time to time.

“Available Balance” means, as applicable to Your Card(s), the amount of funds available to be used on the Card, in each case subject to any transaction limits, as specified in these Terms.

“Business Day” means Monday to Friday, 9am to 5pm EET/EEST, excluding bank, national and public holidays in Finland.

“Card” means a physical Card, virtual card (including in tokenised (i.e. electronic wallet) form (if applicable)) issued to You by Us in the Denominated Currency. References to the “Card” include all Security Details.

“Card Scheme” means the payment network to which the Cards are connected, as specified in the Card Program Description.

“Card User” means an individual to whom a Card is supplied and who is validly authorised by You to use and to utilise funds on a Card on Your behalf, on and subject to these Terms.

“Customer Agreement” means the relevant “Shuttel Services Agreement” as concluded between You and the Program Manager”.

“Customer Services” means the support provided by the Program Manager to You and Card Users in respect of the Card and the Card Program, details of which are set out in the Schedule to these Terms.

“Denominated Currency” means the currency specified in the Card Program Description.

“Insolvency Event” means, with respect to Account Owner, the event of (i) the Account Owner passing a resolution, or a court making an order, that Account Owner be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation); (ii) an order being made for the appointment of an administrator in relation to the Account Owner or a

receiver, administrative receiver or manager being appointed over all or any part of the Account Owner's assets or undertaking; (iii) the Account Owner being unable to pay its debts within the meaning of any insolvency law; (iv) there being proposed in respect of the Account Owner any voluntary arrangement under any insolvency law; or (v) any circumstances occurring that are the equivalent of (i) to (iv) above under the legislation and related case law and practice applicable to the Account Owner.

"Personal Data" means any 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 and may include Security Details. 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 identify the Card User, provided the Card User (or, if such functionality is made available, as part of the Card Program, selected by the Card User).

"POS" means a point of sale terminal.

"Program Manager" means the corporate entity specified in the Card Program Description, which provides the User Interface, provides the Customer Services and performs certain activities related to the administration and management of the Card Program on Our behalf.

"Program Manager Agreement" means any agreement between You and the Program Manager in relation to the Card Program, including any terms of use of the User Interface.

"Regulatory Authority" means as the context requires, any Card Scheme and/or any regulator or agency having jurisdiction over Us or the Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards or services provided under these Terms, including without limitation the Finnish Financial Supervisory Authority.

"Security Details" means certain information relating to the Card and the Card, for example your personal details, password, card PIN or card number.

"Transaction" means the use of the Card to make a payment, or a purchase of goods or services from a merchant over the internet, by phone or mail order, where permitted.

"User Interface" means the website, subsites and/or mobile applications where You and the Card Users may perform certain operations in relation to the Cards as specified in the Card Program Description, pursuant to and subject to the Program Manager Agreement. For the avoidance of doubt, "User Interface" includes any subsites available only to Your administrative users authorised to order and administer the Cards, as well as the Card User interfaces.

2 Eligibility and other checks

- 2.1 Your application to join the Card Program may be subject to certain eligibility and other checks carried out by the Program Manager, for example to verify certain details about the Account Owner organisation. You agree to provide all information and documentation requested by the Program Manager, as necessary to carry out any such eligibility or other checks. We reserve the right to carry out eligibility and other relevant checks in respect of any Card Users.
- 2.2 All information provided by You must be accurate and truthful to the best of Your knowledge and you must promptly notify the Program Manager if any of the information provided by You as part of your application changes. This includes any sanctions that may affect You or any

Card User, or if the use of the Card by (any of) the Card Users becomes or could become illegal for any other reason.

- 2.3 We (and the Program Manager) reserve the right to carry out additional checks (including in respect of any Card Users) after Your application has been approved, for example before We process any Transaction.
- 2.4 If you fail to provide the requested information or documentation, We may be unable to process Your application and/or any Transaction, or even suspend all or some the Card(s).
- 2.5 All applications are at Our discretion and we may refuse to accept Your application for any reason.
- 2.6 Current Bank of India legislation prevents the provision of Cards to residents of India, who are not permitted to use the Cards.

3 Purpose of the Card

- 3.1 The Card is a payment instrument featuring immediate authorisation of Transactions.
- 3.2 The Card is issued by Us at the Account Owner's request and upon acceptance of said request. If physical Cards are included in Your Card Program (as specified in the Card Program Description), such physical Cards will be sent directly to You or the Card Users (as directed by You) at the address specified on the Card order request completed on the User Interface.
- 3.3 The Card can be used wherever the Card Scheme symbol is displayed by the merchant at a valid location (see use restrictions above), in the territories specified in the Card Program Description, and provided there is sufficient Available Balance on the Card for the Transaction, including any applicable fees.
- 3.4 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 these Terms, and the Card Users are 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 12 below.
- 3.5 You will be liable for all use of the Cards and for all acts and omissions of Card Users. You warrant, represent and undertake that You will ensure that all Card Users are made aware of the content of these Terms and understand the obligations regarding the use of the Cards.
- 3.6 There is no interest payable to You on the balance of the Card and the balance does not amount to a deposit with Us.

4 Use of Card

4.1 Activation and General Use of the Card

- 4.1.1 Each Card must be activated within the notified time by the Card User. An activation procedure will be provided with each physical Card. You must know, and ensure that Card Users know and follow the steps required to activate the physical Card. You shall only distribute the Card to the eligible Card Users and You will be responsible for ensuring that each Card User complies with these Terms where applicable.
- 4.1.2 Each Card expires on the date on the front of the Card. A Card cannot be used after it has expired.

- 4.1.3 The amount relating to each Transaction and any associated fees will be deducted from the Available Balance on the Card. Any Card renewal, if applicable, shall be subject to these Terms.
- 4.1.4 You agree to accept a credit to a Card if You or the Card User is entitled to a refund for any reason for goods or services purchased using the Card.
- 4.1.5 We are not responsible for ensuring that POS will accept the physical Card, or a tokenized Card (i.e. via an electronic wallet) (as applicable).
- 4.1.6 Certain POS, and certain static terminal machines are not connected in real time to the Card Scheme network and may not be able to accept Cards. We accept no responsibility, and shall not be liable for, any inability to use Cards in such POS or machines.
- 4.1.7 Goods or services paid for with the Card cannot be refunded by a merchant unless there was a prior Transaction debited from the Card by that merchant of an equal or higher amount than the refund requested. If You and/or the Card User and merchant agree a refund, the merchant may process the refund via a POS. Amounts credited to the Card as refunds shall be available no more than three (3) days after the time the refund order was received. If an amount is credited to the Card that does not correspond to a refund, loading fees may apply as set out in the Schedule.
- 4.1.8 You must comply with all Applicable Laws (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use.

4.2 **Available funds**

- 4.2.1 Each Card can only be used if it has sufficient Available Balance to complete a Transaction (including fees). Each Card User should check that there is sufficient Available Balance on the Card prior to attempting to make any Transaction to avoid the Transaction being declined.
- 4.2.2 If (in exceptional circumstances or in error) We process any Transaction despite insufficient Available Balance, We will ask You to repay all amounts exceeding the Available Balance or deduct such amounts from any subsequent top-ups or other payments increasing the Available Balance.
- 4.2.3 When using the Card at certain merchants, the merchant may hold an additional amount to cover tips/gratuities, temporarily reducing the Available Balance on the Card.
- 4.2.4 Payments made on some machines generate a pre-authorisation to reserve an amount that may be greater than the actual payment. 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 Card has adequate Available Balance to meet the amount required by the pre-authorisation.
- 4.2.5 We do not recommend using the Card as a guarantee of payment, for example as a deposit, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend.

4.2.6 The Card User may obtain certain information concerning the Card and recent Transactions via the User Interface or by contacting Customer Services by telephone (available during the time periods set out in the Schedule to these Terms).

4.3 **Temporary blocking of the Card**

4.3.1 You and/or the Card User may request to have the Card temporarily blocked by contacting Customer Services or using the User Interface (if blocking is enabled via the User Interface).

4.3.2 Blocking the Card shall not satisfy Your (and your Card Users) obligation to inform Us of the suspected or actual loss, theft, misuse or fraudulent use of the Card. Please see clause 8 for further details.

4.3.3 If We have to block or suspend a Card, We will notify You and/or the Card User by e-mail and/or by notification via User Interface, 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. You and/or the Card User 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 decision to unblock the Card or resume provision of Our services in relation to the Card will be at Our discretion.

4.4 **Digital wallets**

4.4.1 This clause 4.4 applies if a digital wallet (for example Apple Pay and Google Pay) is enabled for the Cards as part of the Card Program.

4.4.2 The use of a digital wallet is subject to the terms and conditions of the mobile wallet provider, which will be presented to the Card Users when they activate their digital wallets on their devices. We are not responsible for the terms of use of the digital wallets.

4.4.3 To use a Card in a digital wallet, or to remove it from the digital wallet, Card Users should follow the instructions of the wallet provider. Some digital wallet providers may restrict the use of certain cards or limit the number of cards added. Please note that the functionality of the wallet is not Our responsibility, all questions about the use of the wallets should be directed to the relevant wallet provider.

4.4.4 Card Transactions using digital wallet can be made with merchants who accept the specific digital wallet.

4.4.5 If the device where a digital wallet storing a Card was enabled is lost or stolen, the Card User must inform us immediately and treat it as if the Card has been lost or stolen. Before the Card User sells or dispose of the device, the Card must be removed from the wallet.

4.4.6 Card Users should be alert to any messages notifying them about a Card having been added to a digital wallet and inform Customer Services immediately if they suspect fraud.

4.4.7 The use of a Card in a digital wallet may be suspended by Us in certain exceptional situations, to protect the security of the Card. If a Card expires or is terminated, the Card User will no longer be able to use in in the wallet.

5 **Card Limits and Fees**

- 5.1 The Card fees, Transaction limits and Card use restrictions are outlined in the Card Program Details and in the Schedule and will apply to the Cards.
- 5.2 Each time a Card is used, the value of the Transaction plus any applicable fees will be debited from the Card. If the value of the Transaction plus any applicable fees exceeds the Available Balance on the Card, the Transaction will be declined, and applicable fees shall be charged to the Card in accordance with the provisions of the Schedule. These fees cannot exceed the amount of the payment order.
- 5.3 If, for whatever reason, We are unable to charge any fees and other sums due to Us under these Terms to a Card, We will notify You of any such sums and You agree to make the payment as soon as possible following receipt of Our notification.

6 Card Security

- 6.1 The Card User should treat the Card like cash. If it is lost or stolen, You may lose some or all of Your money on the Card, in the same way as if You lost cash.
- 6.2 The Card User must keep the Card and its Security Details safe by taking appropriate measures, including, but not limited to, the following:
 - i. never allowing anyone else to use the Card or sharing the PIN or other 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 (i.e. chip) 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 Transactions online;
 - vi. choosing strong passwords that mix alpha and numeric characters when managing the Card account on-line;
 - vii. shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
 - viii. reporting thefts of any Security Details relating to the Card to Customer Services and any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 6.3 The Card User will never be required to provide the PIN by telephone or on the internet in order to carry out a Transaction or for any other purpose. If anyone asks the Card User to reveal a PIN, the request should be refused and reported to Customer Services.
- 6.4 The PIN may be disabled if an incorrect PIN is entered three (3) times at all POS. If the PIN is disabled, You and/or the Card User should visit the User Interface or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating the PIN.
- 6.5 You undertake, represent and warrant to Us that the Transactions that the Card Users will undertake using the Cards do not contravene any Applicable Law and that You and the Card Users shall at all times comply with all Applicable Laws in relation to the performance of Your obligations under these Terms and the use of the Cards.

- 6.6 You or the Card User shall not under any circumstances send their active and/or loaded Card to Us or any third party, by post or any other unsecure delivery method.

7 Authorising Transactions

- 7.1 Card Users will need to give their consent to each Transaction so that We can check it is genuine. For POS Transactions using physical Card, Card Users may be asked to authorise them by, where applicable: a) typing their PIN, into a POS terminal (i.e. chip and PIN payment terminal); or b) signing a sales voucher. Transactions up to €50 may be authorised simply by tapping the Card (or mobile device, if an electronic wallet is enabled for the Card) against a contactless POS terminal. However, contactless Transactions above €50 will require additional authorisation step, for example entering the PIN into the POS terminal.
- 7.2 When the Card Users use their Cards to make online purchases at €30 or more, in addition to providing their Card details, Card Users will be asked to confirm their identity. Depending on the authentication technology used, they may be asked to authenticate the Transaction by: (i) something they know, for example, a password; (ii) something they have, for example, a passcode sent to their mobile phone, a card reader or other device generating a one-time passcode; and (iii) something they are, for example using a fingerprint scanner, face recognition or other authentication methods that enable verifying that it is the Card User who is authorising the Transaction. A technology called 3D Secure is often used by merchants to facilitate such secure online authentication, and some technologies will enable the Card Users to use the User Interface as part of the Transaction authorisation process. Please note that We are not responsible for any such authentication technologies and we cannot be held liable for anything related to the use of such technologies.
- 7.3 Once a Transaction has been authorised by the Card User, it cannot be revoked. The time of receipt of a Transaction order is when we receive it.
- 7.4 The Card User's ability to use or access the Card may occasionally be interrupted, for example if We need to carry out maintenance on Our systems. You and/or your Card User(s) should contact Customer Services to notify Us of any problems experienced using the Card or report the issue via the User Interface and We will endeavor to resolve these as soon as possible.

8 Loss, theft and misuse of cards and Card suspension

- 8.1 If the Card is lost, stolen, misused or is likely to be misused by a third party or You and/or the Card User suspect that someone else may know the related PIN or other Security Details or has carried out an unauthorised Transaction, the Card User must stop using the Card and must notify Customer Services directly (and block the Card via the User Interface, if such functionality is available) 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 Our receipt of a notification in accordance with this clause. The loss or theft of a mobile device on which a mobile wallet storing the Card is enabled (if this functionality is available under this Card Program) is also considered as the loss or theft of the Card.
- 8.2 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 and/or the Card User has broken an important condition of these Terms or that You and/or the Card user has repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Card.

- 8.3 You and/or the Card User will be required to confirm details of the loss, theft or misuse to us in writing.
- 8.4 You and/or the Card User may be required to assist Us, Our agents or the police if the Card is stolen or We suspect the Card is being misused.
- 8.5 Replacement Cards will be sent to the address most recently provided to Us as the Card delivery address and may be subject to a fee as set out in the Schedule.
- 8.6 If any reported lost Card is subsequently found it must not be used unless You and/or the Card User contacts Customer Services first and obtain approval.

9 Unauthorised and disputed Transactions

- 9.1 You or the relevant Card User must notify Us as soon as You/they become aware (and not later than within twenty four (24) hours of becoming aware) of a Transaction that has not been authorised by the Card User in accordance with clause 6 above, or if You or the Card User believe that We have incorrectly executed a Transaction. We must be notified not later than thirty (30) days from the date when such Transaction affected the Available Balance on the Card.
- 9.2 We will investigate the circumstances leading to the unauthorised Transaction. We may ask You and/or the relevant Card User to provide Us with supporting information and documentation to help Us with Our investigation and You agree to cooperate with Us and you will procure that the Card user cooperates with us and any authorities involved in Our investigation.
- 9.3 Subject to the remaining provisions of this clause 9, We will refund the amount of the unauthorised Transaction (and any applicable fees) by the next Business Day after becoming aware of it, unless We have reasonable grounds for suspecting fraud and have communicated this to the relevant authorities.
- 9.4 **You will not be entitled to a refund of an unauthorised Transaction if:**
 - a) You or the relevant Card User did not notify Customer Services as required under clause 9.1 (unless we become aware of the unauthorised Transaction by other means);
 - b) the unauthorised Transaction is a result of: (i) fraud committed by You or the Card User; or (ii) Your or the Card User's intentional or grossly negligent failure to comply with the security requirements in relation to the Card (as specified in clause 6 above).

If You are not entitled to a refund as a result of the above and if We have already processed it, We will be entitled to deduct the refund amount from Your Available Balance.

- 9.5 If the unauthorised Transaction is a result of a lost, stolen or misappropriated (i.e. used by someone else) Card, You may be required to bear some or all of the costs of the unauthorised Transaction, up to a maximum of EUR 50. In this case, any refund issued by Us would relate to the value of the unauthorised Transaction in excess of EUR 50. However, this provision will not apply, and You will be entitled to a full refund, if it was not possible for You and/or the Card User to notice that the Card was lost, stolen or misappropriated, or if the Transaction was caused by acts or lack of action on Our side (for example if We failed to block the Card after We received a notification of its loss, theft or misappropriation).

- 9.6 Any refund received by You is Your only remedy and We will not be liable to You for any other losses You suffer as a result of an unauthorised Transaction.
- 9.7 If We have processed a Transaction properly authorised by the Card User but You or the Card User decides to challenge the Transaction and request a refund, You or the Card User should contact the merchant who took the payment. If they refuse to issue a refund, We may be able to raise the dispute with the Card Scheme and if the dispute is successful, the Card Scheme may issue a chargeback to Your Card. All chargeback requests will be handled by Us in accordance with the rules of the applicable Card Scheme and We cannot guarantee that chargebacks will be issued. Unless We receive the chargeback sum from the Card Scheme, We will not be required to credit any chargebacks to Your Card.
- 9.8 If a Card User has authorised a merchant whose payment services provider is based in the UK or EEA to take a payment in GBP or EURO from Your Card, You and/or the Card User can request a refund if: (a) the merchant or their payment service provider did not provide the Card User with the amount of the Transaction (for example because the transaction related to a hire car or hotel) when they were asked to authorise the payment; (b) the amount charged to Your Card was more than the Card User could reasonably have expected to pay in these circumstances (for example if it is disproportionate to their previous spending or the facts surrounding the payment); and (c) You or the Card User make a refund request within 8 weeks of the date when the payment was charged to Your Card. Within 10 business days of the date when You or the Card User make Your request (or from the date when We ask for clarification or information regarding the refund request) We will either refund the payment in full or tell You the reasons why We believe You are not entitled to a refund. However, You will not be entitled to a refund under this clause 9.8 if the Card User has provided their authorisation for the Transaction directly to Us or if information about the Transaction was made available to the Card User by the merchant in the agreed manner for at least 4 weeks before the payment due date.
- 9.9 If We refund or credit any chargeback to Your Card in error, We will be entitled to claim the relevant amount back from the Card by deducting it from Your Available Balance. We will notify You and/or the Card User if We issue any refunds or chargebacks in error.

10 Liability

- 10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for Our fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- 10.4 We will not be liable to You or any Card User for any:
- a) any matters arising from or in connection with Your relationship with the Program Manager (including in respect of the Program Manager Agreement) and/or any third party engaged by the Program Manager in connection with the Card Program, or any loss or damage caused by any other third parties;
 - b) any 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 (e.g. when a Card User is offered dynamic currency conversion at a point of sale)

- c) loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of data or information, loss or damage to goodwill and for any indirect or consequential losses;
- d) loss or damage not caused by our breach of these Terms or Applicable Laws or our failure to use reasonable skill and care;
- e) loss or damage caused by events outside of our (or our agents' or subcontractors') control which we could not have avoided (for example war or industrial action);
- f) loss or damage caused by your breach of these Terms or any Applicable Laws; or
- g) loss or damage caused by any goods or services purchased using the Card, if any merchant refuses to accept the Card.

10.5 Subject to Clause 9.3 (refunds for unauthorised Transactions) and Clause 10.3 (liability which is not excluded or limited), if we are found to be liable to you, our total aggregate liability to you under or in connection with this agreement will not exceed EUR 1,000. This does not extend to our obligation to redeem your Available Balance to you in accordance with upon termination of this agreement.

10.6 If we make any deductions from your Available Balance in error, our liability to you will be limited to an obligation to refund to you the incorrectly deducted amount.

10.7 You must notify us of your intention to make a claim against us within 6 months from the date of the event giving rise to your claim. If you fail to notify us, and subject to Clause 10.3, we will have no liability to you in respect of such event.

10.8 You will indemnify us on demand and in full for any loss or damage we suffer (including any expenses and costs incurred by us, such as legal fees) as a result of your breach of these Terms, if we have to enforce any provisions of these Terms against You (for example if you fail to pay us any sums due to Us), or if You or Your Card Users are fraudulent in the use of the Cards. You will remain liable even after this agreement is terminated.

11 Termination Rights

11.1 This agreement shall continue in force until termination of Your Program Manager Agreement with the Program Manager, or unless otherwise terminated in accordance with the provisions of these Terms.

11.2 These Terms may be terminated at any time by You by sending at least thirty (30) days' written notice to Customer Services or by Us sending at least thirty (30) days' written notice to You.

11.3 A cancellation fee may be deducted from the Available Balance on the Cards in accordance with the Schedule.

11.4 During the termination notice period, all Available Balance on pre-funded or debit Card(s) Cards must be either spent by the Card Users as any remaining Available Balance is not redeemable in accordance with Section 11.6.

- 11.5 Once a Card has expired or if it is found after it has been reported as lost or stolen, it must be destroyed by cutting it in two through the magnetic strip and chip.
- 11.6 Because the Card is not pre-funded by You, even if there is an Available Balance left on the Card, this Available Balance is not redeemable.

12 Our additional termination, blocking and suspension rights

- 12.1 We can suspend any or all Cards in exceptional circumstances, including (but not limited to):
- a) if we have good reason to suspect that You (and/or the relevant Card User) are behaving fraudulently, You (and/or the Card User) are involved in any unlawful or illegal activity (for example money laundering or terrorist financing), or the Card is used for any other unlawful purpose;
 - b) if You commit a serious breach of these Terms (serious breach includes persistent breaches of the requirements of these Terms) and You have not corrected Your breach when we asked You to do so and within the timeframe we reasonably requested;
 - c) your access to the User Interface is suspended or terminated by the Program Manager;
 - d) if We have asked You to pay Us money You owe us under these Terms and You have failed to do so despite Our efforts to remind You about it (including any communications sent by the Program Manager on our behalf);
 - e) if any information provided by You (or someone on Your behalf) is false, or if You fail to provide Us with information that We reasonably request from You;
 - f) if We have good reason to believe this is necessary for security reasons (for example any security issues affecting any card processing facilities or the User Interface); or
 - g) if We believe it is necessary to comply with any law, regulation, guidance, court order or instructions of any regulator or government authority;
 - h) if the relevant Card was not activated within the notified activation period (being, subject to receipt of information that We reasonably request from You) a period of 36 months or such other time period as may be notified to you from time to time);
 - i) if We reasonably suspect the security of the Card has been compromised in any way;
or
 - j) You suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.
- 12.2 If We have to suspend your Card(s) for any reason(s), We will notify You of the reason(s), as long as We are allowed to do so in compliance with Applicable Laws. We will only re-activate a Card if we are satisfied that the reason(s) for suspension is/are no longer applicable
- 12.3 As per Section 4.3, We will 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 one (1) month, We may terminate these Terms instead.

- 12.4 We will be entitled to terminate these Terms and/or some or all Cards in the exceptional circumstances listed in Clause 12.1 above.
- 12.5 Any termination or expiry of these Terms, however 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 these Terms which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 12.6 You will be responsible for ensuring that all Cards Users have been notified of termination of these Terms.

13 Confidentiality and Data Protection

- 13.1 We are the Data Controller of Your and the Card Users' Personal Data associated with the application for and use of the Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card program. Your provision of Your and/or the Card User Personal Data and Our processing of that data is necessary for each of Us to carry out Our obligations under these Terms. At times, the processing may be necessary so that We can take certain steps, at Your request, prior to entering into the Terms. If You fail to provide the Personal Data which We request, We may be unable to continue to provide Our services to You may take steps to terminate these Terms in accordance with Section 12.1 (e) above.
- 13.2 We will manage and protect Your and/or the Card User Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why We collect personal information about Your and/or the Card Users, 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 and/or the Card User Personal Data and which is available at the User Interface.

14 Amendments to Terms

- 14.1 If We need to make any changes to these Terms, We will ask the Program Manager to notify You of the new Terms, or will contact You directly, at least thirty (30) days before We implement the changes. In exceptional circumstances, where it is impossible for Us to give You at least thirty (30) days' notice in advance (for example if there are urgent legislative changes), the notice period may be shorter, but We will do Our best to give You as much notice as possible (**Change Notice**).
- 14.2 If We need to introduce changes that are less favourable to You than the Terms to which You agreed when You applied for the Card, and You do not agree to such new Terms, You can notify Us (usually via the User Interface or the Customer Service) that You reject the proposed new Terms. You must notify Us before the expiry of the Change Notice, i.e. before the date when We propose to implement the new Terms. If We do not hear from You before such date, We will assume that You have accepted the changes, and You will be deemed to have accepted the new Terms.
- 14.3 If You reject the new Terms, this will mean that You terminate this agreement and cancel the Card. You will not be charged anything for terminating this agreement in these circumstances..

15 Defective cards

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

- 15.2 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 Card, which will be deducted from the available funds in accordance with the Schedule.
- 15.3 The above guarantee is not applicable if: (i) the Card is used in a manner which breaks any important term or repeatedly breaks any term of these Terms; or (ii) You or the Card User 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 Miscellaneous

- 16.1 You acknowledge and agree that We may exercise Our rights under these Terms via the Program Manager and to this limited extent, references to "Us", "We" or "Ours" shall be interpreted as references to the Program Manager.
- 16.2 Nothing in these Terms will confer on any third party any benefit under, or the right to enforce these Terms.
- 16.3 We may assign any of Our rights and obligations under these Terms to any other person or business, subject to such party continuing the obligations to You herein.
- 16.4 We may contact You by letter or email using the contact details You provide on the User Interface.
- 16.5 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 16.6 These Terms set out the entire agreement between You and Us.

17 Complaints

- 17.1 The Card program is managed by the Program Manager. Should you wish to contact us or complain about any aspect of Our service please contact Customer Services.
- 17.2 If having received a response from the Customer Services team you are unhappy with the outcome You can escalate Your complaint to Us at complaints@enfuce.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.

18 Law, Jurisdiction and Language

- 18.1 These Terms and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Finland and subject to the exclusive jurisdiction of the Helsinki District courts.
- 18.2 The English language version of these Terms and of any communications and User Interface content (if English version is available) will prevail over any other language version which We may issue from time to time.

19 Compensation

The Card is a payment instrument product and not a deposit or credit or banking product and is not covered by the statutory deposit guarantee scheme maintained by the Finnish Financial Stability

Authority. However, this is not a pre-loaded product and therefore the Available Balance is not subject to any safeguarding obligations.

SCHEDULE

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

A. Customer Services

The Customer Service can be contacted via the methods below:

- On the User Interface: support.shuttel.nl (24/7)
- Business days between [8.00 and 18.00 CET: +0]
- By e-mail: advies@shuttel.nl
- By phone: +31 33 303 46 00
- By WhatsApp: +31 70 700 6173

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

B. TRANSACTION FEES

All payments made using a Card shall be in the Denominated Currency. If a Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Card Scheme conversion rate. In order to allow You and/or a Card User to compare charges for currency conversion, You and/or a Card User can view the real-time percentage difference between the amount that will be charged on a Card for a foreign currency Transaction (consisting of the mark-up applied by the Card Scheme as well as the surcharge referred to below) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information in the FAQs on the User Interface. 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 and/or the Card User upon making a cross-border currency transaction.

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

FX FEES

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

CARD LIMITS

With the exception of Transactions relating to public transportation, the following card limits apply to Transactions. However, please note that the below are maximum card limits and your spending limit(s) may be lower and are/is set out in your Customer Agreement:

Limit Type	Frequency (per card)	Amount (€)
Max. Spend	Per day	€750
Max. Spend	Per Week	€1500
Max. Spend	Per Month	€5000