

TERMS AND CONDITIONS FOR PAYMENT SERVICES OFFERED BY AS POCOPAY

Valid as of 28 January 2021

PART I GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Agreement	TERMS AND CONDITIONS FOR PAYMENT SERVICES OFFERED BY AS POCOPAY, composing of the General Terms and the Service Terms, and which stipulate the rights and obligations of Pocopay and the Customer upon providing payment services from Pocopay to the Customer
App	the “Dify” branded mobile application provided by Pocosys which enables the Customer to use the payment services provided by Pocopay and use the credit services provided by the Lender
Authentication	the performance of operations, which enables Pocopay to verify the Customer’s identity and/or the validity of a payment instrument issued to the Customer
Authentication Instrument	an item, feature, information or other instrument, which enables the Customer to Authenticate him or herself, to prove the validity of a payment instrument or to Authorize certain operations for Pocopay, for example: a password, an authentication code, a PIN code, a Payment Card, a mobile device, a mobile phone number, or a fingerprint
Authorization	a performance of operations, by which the Customer gives Pocopay a confirmation of his or her intention for performing certain operations, such as making a payment
Credit Line Agreement	an agreement between the Customer and the Lender applicable to the Credit Line service and other services which may be offered to the Customer by the Lender
Credit Line	the revolving credit line which may be offered to the Customer by the Lender
Working Day	any day, except for Saturday, Sunday, the 1st of January, Good Friday, Easter Monday, the 1st of May, the 25th of December and the 26th of December
Customer	a natural person who has entered into the Agreement, or where applicable, has expressed Pocopay his or her wish to enter into the Agreement
Customer Support	customer support for the services provided by Pocopay under this Agreement which might be offered in part or in full by third party service providers
Foreign Currency	any other currency besides the euro
General Terms	definitions and terms and conditions covered in Part I General Terms and Conditions of this document
Lender	DIFY FINANCIAL TECHNOLOGIES IBERIA, S.L.U., a company established under the laws of Spain, address Calle Enrique Granados

	111, 6 ^o 2 ^a , 08008, Barcelona, Spain, that may provide the Credit Line to the Customer under the Credit Line Agreement via the App
Mastercard	the international card organization Mastercard International
Party or Parties	respectively the Customer or Pocopay or both
Payment Account	a payment account opened for the Customer by Pocopay
Payment Account Limit	the maximum total amount up to which the Customer can execute outgoing payments from the Payment Account during a certain period
Payment Card	a Mastercard debit card enabling the execution of payment transactions as set out in the Agreement, which may be issued to the Customer by Pocopay
Payment Card Limit	the maximum amount in which the Customer can make different transactions with the Payment Card during a certain period
Pocopay	AS Pocopay, a company established under the laws of Estonia with registry code 12732518, address Pärnu mnt 18, Tallinn 10141, Estonia, which may offer services under the Agreement to the Customer
Pocopay Website	www.pocopay.com
Pocosys	OÜ Pocosys, a company established under the laws of Estonia with registry code 12963672, address Pärnu mnt 18, Tallinn 10141, Estonia, which provides the Customer the license to use the App and any other services in accordance with the agreements concluded between the Customer and Pocosys
Price List	a document, available on the Pocopay Website and the App, which stipulates the fees payable for the services provided to the Customer by Pocopay
Privacy Statement	a document available on the Pocopay Website and the App, which stipulates the terms and conditions according to which Pocopay processes the Customer's personal data
Service Terms	Terms and conditions covered in Part II Payment Account Terms and Part III Payment Card Terms of this document, and any other document stipulating the rights and obligations of Pocopay and the Customer upon provision of certain services by Pocopay to the Customer and which refers to the General Terms
Virtual Payment Card	a Payment Card issued virtually with no physical form which may be available for the Customer from time to time in the App

2. GENERAL PROVISIONS

- 2.1. This Agreement establishes the rights and obligations of Parties regarding the payment services that Pocopay offers to the Customer.
- 2.2. General Terms cover general clauses of the relationship between the Customer and Pocopay.
- 2.3. Pocopay provides payment services via the App. Pocopay is only liable for providing the payment services covered by the Agreement and matters directly related to these payment services. Pocopay is not authorized to issue credit, will not offer any credit services, and will not be liable for the credit services provided via the App. Pocopay is not a credit intermediary, a credit broker, or a credit agent. Pocopay is not an agent of the Lender, Pocosys or any third party providing services via the App.

- 2.4. Pocopay is a licensed payment institution, more information can be found in Section 21 of the General Terms below. Pocopay is not a credit institution. Pocopay does not take deposits or other repayable funds.
- 2.5. The credit services that may be available from time to time via the App are provided by the Lender. The Lender is not a payment service provider nor a payment service agent for services covered by the Agreement. The Lender will not be liable for the payment services covered by the Agreement.
- 2.6. Other services may be provided by the Lender or Pocosys or third parties via the App or otherwise. Pocopay is not liable for any services not covered by the Service Terms or offered by any other provider, including Lender or Pocosys. The quality and availability of these services are subject to separate agreements between the Customer and the Lender or Pocosys or any other relevant third party.
- 2.7. The Lender, Pocosys and Pocopay are all independent entities providing their respective services through the single App which is managed by Pocosys. It is important to understand that the Customer has, if relevant, separate direct agreements respectively with Pocopay, the Lender, and Pocosys, covering the specific services offered by the respective entity. Pocopay is not liable for the services offered by the other entities nor for the obligations the other entities may have under respective agreements with the Customer.
- 2.8. Upon the provision of services via the App, certain competences such as the Customer Support may be shared between Pocopay, the Lender and Pocosys.

3. EXECUTION AND ENTRY INTO FORCE

- 3.1. The Customer's pre-contractual obligations covered in the General Terms will be binding from the moment of accepting the terms of the Agreement or from entering the first information for verifying the Customer's identity into the App, whichever is earlier.
- 3.2. The Agreement is deemed to have been executed and entered into force in full at the moment when all of the following preconditions are met:
 - 3.2.1. the potential Customer has agreed to the terms and conditions of the Agreement;
 - 3.2.2. the potential Customer's identity has been identified and verified and other due diligence measures have been applied which Pocopay is obliged to conduct in order to establish a customer relationship under applicable law or which Pocopay deems necessary;
 - 3.2.3. the potential Customer has submitted Pocopay the information required by Pocopay via the App, or, if Pocopay so chooses, any other means as covered in Section 15.2 of the General Terms;
 - 3.2.4. the potential Customer has agreed to the terms and conditions for using the App;
 - 3.2.5. after receiving all the information deemed necessary by Pocopay, Pocopay shall accept the potential client as the Customer and open its services to the Customer in the App.
- 3.3. The Customer can fully use the Pocopay's services offered via the App only if the Customer has a valid agreement with Pocosys for using the App. Otherwise Pocopay's services may be partially or fully restricted.

4. USING THE CREDIT LINE

- 4.1. The App may enable the Customer to apply for a Credit Line offered by the Lender. Provided that the Credit Line is offered to the Customer according to a valid Credit Line Agreement between the Customer and the Lender, the Customer may use the Credit Line via the Payment Card and the Payment Account.
- 4.2. Each time the Customer initiates a payment with the Payment Card, the amount of the relevant payment transaction is covered with a drawdown of the Credit Line to the Payment Account according to the Credit Line Agreement between the Customer and the Lender, pending the

relevant credit decision by the Lender. Pocopay does not take any decisions relating to the Credit Line or other services provided by the Lender or Pocosys.

- 4.3. Upon making a Payment Card payment using funds taken from the Credit Line, relevant funds are first transferred to the Payment Account, and then onwards to the recipient of the payment. Pocopay is processing the payments between the Customer and the Lender according to the Authorizations by the Customer or the Lender.
- 4.4. To the extent in which it entails making a drawdown from the Credit Line to the Payment Account, making a payment using funds taken from the Credit Line is a drawdown request issued by the Customer to the Lender under the Credit Line Agreement.
- 4.5. Upon making a Payment Card payment using funds taken from the Credit Line, Pocopay is liable only for executing the payment order to transfer relevant funds from the Payment Account to the recipient of the payment.
- 4.6. The Customer can make repayments of the Credit Line via the App according to the Credit Line Agreement between the Customer and the Lender. Such repayment options may include manual or automatic transactions from your Payment Account to the Lender, which constitute payment orders issued by the Customer to Pocopay under the Agreement.
- 4.7. The App may include from time to time options or settings for a Customer to choose if the Customer's payments are to be executed from funds already on the Customer's Payment Account or with funds taken from the Credit Line or be split between the two. Such variables may be based on, but are not limited to, payment size, payment time, payment type, the Payment Account balance, availability of the Credit Line, size of the available Credit Line, or merchant-related attributes. If available to the Customer, using such options within the App will constitute an integral part of the payment order issued by the Customer to Pocopay under the Agreement. Such options or settings may be irreversible or unchangeable after a payment has executed based on these options or settings. The Customer has the full responsibility and obligation to manage such and any other settings related to payment services offered via the App to correspond with the Customer's true will and intention. Pocopay is not liable for any outcome of any options or settings in the App under Customer's control.

5. CAUSES FOR REFUSAL AND TERMINATION OF THE AGREEMENT

- 5.1. In connection with Pocopay's obligations under applicable law, Pocopay reserves the right to refuse from providing any services to the Customer, the right to refuse from entering into the Agreement with the Customer, the right to suspend any services provided to the Customer, and the right to immediately withdraw from this Agreement entered into with the Customer, in the occurrence of one or several of the following circumstances, upon Pocopay's sole discretion:
 - 5.1.1. The Customer is not:
 - a) at least 18 years of age;
 - b) a citizen of a country in the European Economic Area;
 - c) a Spanish resident.
 - 5.1.2. The Credit Line Agreement has been terminated or the application for Credit Line has been rejected by the Lender;
 - 5.1.3. Pocopay is unable to apply one or several due diligence measures to the Customer, including but not limited to the verification of identity or to identify the Customer's purpose on using Pocopay's services;
 - 5.1.4. The Customer does not, regardless of Pocopay's request, present Pocopay with additional information and/or documents, which Pocopay is obliged or deems necessary to collect under applicable law and/or the terms of this Agreement;
 - 5.1.5. The Customer has intentionally or due to gross negligence:

- a) presented Pocopay or the Lender with incorrect or insufficient information and/or documents;
 - b) not performed an obligation under this Agreement; or
 - c) caused damage to Pocopay or created a threat giving rise to such damage;
- 5.1.6. Pocopay suspects that the Customer may be involved with or that the services provided to the Customer may be used for money laundering, terrorist financing, fraud or any other illegal activity and Pocopay is unable to remove such suspicions;
- 5.1.7. There are circumstances related to the Customer or a person affiliated with the Customer which indicate a higher risk of money laundering, terrorist financing, fraud or any other illegal activity and, in connection thereof, Pocopay doesn't wish to provide services to the Customer;
- 5.1.8. The Customer is or has been a politically exposed person, or a family member or a close associate of a politically exposed person;
- 5.1.9. The Customer or a person affiliated with the Customer is or has been the subject of a national or an international financial sanction;
- 5.1.10. The Customer has overdue payables to Pocopay for which Pocopay has the right to claim the Customer for interest for late payment;
- 5.1.11. A competent public authority or another competent authority, including any competent law enforcement authority, supervision authority, tax authority, court or bailiff, has given Pocopay a lawful order to arrest any Payment Account and/or Payment Card of the Customer or to restrict the services provided to the Customer in any other way;
- 5.1.12. An operator of an international payment system, including Mastercard, our correspondent bank or any other intermediary to the services provided to the Customer, demands that Pocopay restrict the services provided to the Customer;
- 5.1.13. If Pocopay may not provide services to the Customer under applicable law, Pocopay has the right under applicable law to refuse from providing services to the Customer or to immediately withdraw from the Agreement entered into with the Customer;
- 5.1.14. There is another good reason, for which Pocopay cannot be reasonably expected to continue providing the relevant services under this Agreement.
- 5.2. If Pocopay has exercised any of its right stipulated in this Section 5 of the General Terms, then Pocopay shall not be liable for any damages caused to the Customer in connection thereof, unless it is proved that Pocopay has caused such damages intentionally.
- 5.3. If Pocopay terminates the Service Agreement entered into with the Customer under this Section 5 of the General Terms and, in connection thereof, closes the Payment Account, then in accordance with applicable law, Pocopay shall transfer the funds as stipulated in Section 15 of Part II Payment Account Terms.

6. PREVENTING MONEY LAUNDERING AND TERRORIST FINANCING

- 6.1. In accordance with applicable law, Pocopay is obliged to apply certain due diligence measures aimed at the prevention of money laundering and terrorist financing. Such obligations may include applying certain due diligence measures before entering into any agreements with or offering any services to a potential Customer, during the validity of any agreements with or when offering services to a Customer, and after agreements with a Customer have been terminated or Pocopay ceases to offer any services to a Customer.
- 6.2. Among other measures, Pocopay is obliged to identify and verify the Customer's identity prior to the establishment of any business relationship, including before entering into the Agreement, or the execution of any operations, and during the business relationship on an ongoing basis, collect information about the Customer and the usage of the services provided to the Customer,

and remove any suspicions of money laundering or terrorist financing which Pocopay may have with regard to the Customer or the usage of the services provided to the Customer.

- 6.3. The Customer is obliged to present Pocopay with all information and documents which Pocopay may ask from the Customer from time to time in order to apply the due diligence measures referred to in the Agreement and/or in order to perform any other obligations under applicable law.
- 6.4. The Customer undertakes that all information and documents which the Customer provides Pocopay are true, accurate and up to date. If any of the information and documents provided to Pocopay should change, then the Customer must present Pocopay with the respective updated information and documents. The Customer can update the information and documents provided to Pocopay via the App to the extent provided by the App, or via the Customer Support.
- 6.5. Pocopay may collect and/or verify the information and documents provided by the Customer from third parties.
- 6.6. According to the applicable law, all suspicions and decisions regarding any possible or actual fraudulent activity, money laundering, terrorist financing, national or international sanctions, or any connections to such activities, and associated risks, are based on Pocopay's sole discretion.

7. RESTRICTIONS FOR THIRD PERSONS

- 7.1. The Customer undertakes that Payment Card, App, Authentication Instruments, and any services provided to the Customer by Pocopay are only used and accessed by the Customer. The Customer must exercise due care to prevent third persons from access to the App, Payment Card, Payment Account, Authentication Instruments, and any services provided to the Customer by Pocopay, unless this Agreement clearly stipulates otherwise.
- 7.2. If the Customer suspects that his or her Authentication Instrument(s) or Payment Card may be in the power of a third person, that his or her Authentication Instrument(s) or Payment Card has been used without his/her consent or knowledge or that there are other circumstances, as a result of which it may be possible for a third person to use his or her Authentication Instrument(s), Payment Account or Payment Card, then the Customer is obliged, without undue delay, as soon as the Customer becomes aware of any such situation or transactions which are subject of a complaint, to notify the Customer Support and, independently via the App or, if it is not possible, then with the help of the Customer Support, to replace the compromised Authentication Instrument(s) and/or block or close the Payment Card or Payment Account, as is appropriate for ending such situation without undue delay.

8. AUTHENTICATION INSTRUMENTS

- 8.1. The Customer is obliged to Authenticate himself or herself to Authorize any operations applied for by the Customer in such a way as required by Pocopay, and by using the Authentication Instruments as required by Pocopay.
- 8.2. In order for the Customer to Authenticate him or herself, prove the validity of a payment instrument or Authorize certain operations, Pocopay may issue the Customer Authentication Instruments, such as a password, a PIN-code, an authentication code or the like. If the App enables it, then the Customer may configure or change the Authentication Instruments in the App. Authentication Instruments are deemed to include, among others, the mobile device through which the Customer uses the App, and the Payment Card.
- 8.3. The Customer is obliged to keep his or her Authentication Instruments safe and make sure that it would not be possible for third persons to use or copy them.
- 8.4. The Customer is obliged to memorize his or her PIN-code(s), password(s) and any other reusable knowledge-based Authentication Instruments. The Customer may not store such Authentication Instruments on paper, as a digital file, or in any other way which enables to restore the respective Authentication Instruments. The Customer is obliged to destroy all papers, digital files and other carriers which contain any knowledge-based Authentication

Instruments and exercise other reasonably necessary measures to keep the Authentication Instruments confidential. The Customer is obliged to change his or her knowledge-based Authentication Instruments from time to time. Upon changing any knowledge-based Authentication Instruments, the Customer may not reuse any such knowledge-based Authentication Instruments, which the Customer has already used before.

- 8.5. The Customer is obliged to keep his or her mobile device, the Payment Card and other physical Authentication Instruments in his or her private use and to take the necessary measures for the safekeeping of the Authentication Instruments. The Customer may not give any such Authentication Instruments to third persons nor leave them without guard. The Customer is also obliged to keep in his or her private use the e-mail address and the mobile phone number through which the Customer is using Pocopay's services.
- 8.6. Pocopay has the right to refuse from providing services to the Customer in case the Customer has not duly Authenticated him or herself to Pocopay or in case the Customer has not duly Authorized a transaction or any other operation.
- 8.7. Pocopay may require Authentication or Authorization from the Customer at any time and for executing any transaction or operation.

9. LOST AUTHENTICATION INSTRUMENTS

- 9.1. In case the Customer suspects that:
 - a) any of his or her Authentication Instruments may be in the possession, knowledge or power of a third person, including in case his or her mobile device or Payment Card is lost or stolen;
 - b) any of his or her Authentication Instruments have been used without his or her consent or knowledge, including in case the Customer finds out that a payment has been made with the Payment Card which was not duly Authorized; or
 - c) there are other circumstances, as a result of which it may be possible for a third person to use his or her Payment Card, including in case a third person has learned any of the Customer's PIN-code(s) or password(s) which the Customer uses for the App or the Customer's Payment Card;

then the Customer shall, without undue delay, as soon as the Customer becomes aware of any such circumstances, inform the Customer Support and either independently via the App or, in case it is not possible, then with the help of the Customer Support, block and/or close the Authentication Instrument or the Payment Card and replace the respective Authentication Instrument or the Payment Card with a new one.

10. RESTRICTING SERVICES

- 10.1. Upon the occurrence of any of the circumstances stipulated in Section 9.1 of the General Terms or any of the circumstances stipulated in Section 5.1 of the General Terms, or if Pocopay suspects that the payment services provided to the Customer may be used for fraud, money laundering, terrorist financing or any other illegal activity, then Pocopay has the right to restrict any of the services provided to the Customer, including to block and/or close the Customer's Payment Account and/or Payment Card and/or block, close or require the replacement of any of the Customer's Authentication Instruments.
- 10.2. Upon restricting services under Section 10.1 of the General Terms, Pocopay will, if possible, notify the Customer via the App and/or the e-mail of applying the restrictions prior to applying them, or, in case it is not possible, then immediately after having applied the restrictions, unless Pocopay is prohibited under applicable law to notify the Customer about the restrictions.
- 10.3. In order to remove the restrictions, the Customer may contact the Customer Support. If there are no longer grounds for applying the restrictions, then Pocopay shall remove the restrictions.

10.4. Pocopay shall not be liable for any damages caused to the Customer by restricting services under Section 10.1 of the General Terms in case Pocopay has applied the restrictions in good faith, including in case it later becomes apparent that there were no actual grounds for applying the restrictions.

11. UNAUTHORIZED, UNEXECUTED AND INCORRECTLY EXECUTED PAYMENTS

11.1. In case a payment is made without the Customer having Authorized it and such payment is executed with Authentication Instruments which the Customer has lost or which have been stolen from the Customer, or the Authentication Instruments have been used in any other unauthorized way, then the damage caused by such unauthorized payment or other unauthorized use of Authentication Instruments shall be borne by the Customer.

11.2. The Customer must notify the Customer Service of an unauthorized payment transaction or an incorrectly executed payment promptly after becoming aware thereof.

11.3. The Customer will not bear the damage caused by an unauthorized payment and Pocopay shall compensate the damages to the Customer immediately but not later than on the next settlement date after becoming aware of the unauthorized payment in case:

11.3.1. Pocopay did not enable the Customer to notify the Customer Support in accordance with Section 9.1 of the General Terms; or

11.3.2. The unauthorized payment was caused by action or inaction of Pocopay; or

11.3.3. The Customer was not aware of the loss or theft of the Authentication Instrument prior to the making of the payment; or

11.3.4. The payment transaction was executed in a distance manner using only the payment details printed on the Authentication Instrument, provided that there was no fraud or gross negligence by the Customer in the performance of the obligation of custody of the payment instrument and that the Customer notified the Customer Support of such circumstance without delay.

11.4. Regardless of Section 11.3 of the General Terms, the Customer will, nevertheless, bear the damages caused by the unauthorized payments in case the damage was at least partly caused by the Customer's fraudulent activity.

11.5. The liability of the Customer for damage caused by an unauthorized payment is limited to 50 euros, except in case the damage was at least partly caused by to the fact that:

11.5.1. The Customer had committed fraud; or

11.5.2. The Customer had intentionally or due to gross negligence breached one or several of the obligations regarding the keeping of Authentication Instruments stipulated in this Agreement, including any of the obligations stipulated in Sections 7-9 of the General Terms.

11.6. The Customer is not liable for damage referred to in Section 11.1 of the General Terms after the Customer has notified the Customer Support in accordance with Section 9.1 of the General Terms, unless:

11.6.1. The damage is at least partly caused by the fact that the Customer has committed fraud; or

11.6.2. The Customer failed to notify the Customer Support within 13 months after the date of unauthorized or incorrectly executed payment.

11.7. In case the Customer has unjustifiably disputed a payment, then Pocopay will have the right to claim the Customer for a fee for processing the Customer's claim in the amount as stipulated in the Price List (if applicable).

11.8. In case Pocopay hasn't executed or has incorrectly executed a payment order duly submitted by the Customer, then the Customer has the right to claim from Pocopay the immediate refund of the respective payment amount without any deductions made from the payment amount, unless the information provided by the Customer for the execution of the payment order was incorrect, in which case Pocopay shall not be liable for the non-execution or defective execution

of the payment transaction. Notwithstanding, Pocopay will make reasonable efforts to retrieve the payment transaction.

- 11.9. In case it is not possible to rectify the error and it is ascribable to Pocopay, Pocopay shall return without undue delay to the Customer the amount corresponding to the payment transaction. If the error is ascribable to the Customer, the Customer shall assume the error generated by the incorrect data provided.
- 11.10. In case Pocopay charged a service fee from the Customer upon executing the payment order then the Customer has the right to claim from Pocopay also the refund of the respective service fee together with interest for late payment calculated from the service fee in accordance with the statutory rate for interest for late payment. If Pocopay has, upon executing the payment order, made any unjustified deductions from the payment amount, then Pocopay is obliged, without delay, to forward such unjustifiably deducted amounts to the recipient of the payment.

12. FEES

- 12.1. The services provided under the Agreement are subject to the fees stipulated in the Price List. The fees may be composed of, *inter alia*, monthly fees and fees applicable to specific operations as further stipulated in the Price List. The fees may depend on the specific subscription chosen by or otherwise applicable to the Customer. Such fees will be automatically debited from the Payment Account without notifying the Customer.
- 12.2. In case the Price List stipulates a monthly fee for a service provided to the Customer, then Pocopay will debit the respective amount from the Payment Account in advance for each upcoming month on such date on which Pocopay started providing the respective service to the Customer, unless this Agreement or the Price List stipulates otherwise.
- 12.3. The Customer hereby authorizes Pocopay to debit any fees and if applicable, damages and contractual penalties automatically from the Payment Account without notifying the Customer. In case the Customer has concluded the Credit Line Agreement, the Customer hereby authorizes Pocopay to debit any fees and if applicable, damages and contractual penalties automatically from the Credit Line without notifying the Customer.
- 12.4. If the Payment Account does not have sufficient available funds and the Credit Line does not have sufficient available credit to settle any fees payable under this Agreement, then Pocopay shall have the right to charge the Customer interest for late payment on the overdue amount at the rate stipulated in the Price List (or applicable law) for every day overdue until the due payment of the overdue amount.
- 12.5. Pocopay is not liable for any additional fees imposed on the Customer by third persons, even if directly related to Pocopay's services, such as fees or surcharges imposed by merchants or other payment service providers for cards and card-based transactions or for incoming or outgoing transactions.

13. DOWNTIME

- 13.1. Pocopay is making its best efforts to keep the services provided by Pocopay available at all times. However, from time to time, the IT-systems supporting the services may need maintenance and during maintenance the services may experience downtime. Pocopay will not be liable for any downtime caused by performing maintenance over the IT-systems supporting the services, but Pocopay will make its best efforts to keep such downtime as short as possible and on such times when usage of the relevant service is as low as possible. If possible, Pocopay will notify the Customer of maintenance related downtime in advance.
- 13.2. The Customer is aware that Pocopay's services may at times be unavailable also due to third parties used for providing the services, including any third parties part of the SEPA or other payment systems or the Mastercard payment system, any third party internet service provider, any third party mobile network service provider or any third party power supply provider. Pocopay is not liable for service downtime caused by such third parties.

14. LIABILITY

- 14.1. Neither Party is liable for any non-performance or breach of their obligations in case it is caused by *force majeure* (for example war, riot, force of nature, strike, unavailability of IT-systems, unavailability of communication services, power outage, cyberattack), acts of public authorities or any other factor independent of the Parties, which the Party in breach could not have affected and which it could not have been reasonably expected to have avoided.
- 14.2. Pocopay is liable for a breach of its obligations under this Agreement only in case the breach was caused by Pocopay's gross negligence.
- 14.3. Pocopay is not liable for any immaterial damage or lost profits caused to the Customer.
- 14.4. Pocopay is not liable for damage caused to the Customer in case the damage was caused by the fact that the Customer had not duly performed any of Customer's obligations under the obligations stipulated in this Agreement.

15. CONTACT

- 15.1. The point of contact for the services provided by Pocopay is the Customer Support. The contact details of the Customer Support are available in the App and on the Pocopay Website.
- 15.2. Pocopay may contact the Customer via the App and/or via any contact details, which, according to Pocopay's knowledge, the Customer is using, including the e-mail address, mobile phone number and residential address.
- 15.3. The Customer undertakes that his or her contact details provided to Pocopay, including via the App, are up to date and that the Customer can be reached from these contact details. If the contact details should change, then the Customer is obliged to update contact details via the App.
- 15.4. Notices sent to the Customer by Pocopay are deemed to have been received by the Customer when they are available to the Customer via the App. Notices the Customer sends to Pocopay are deemed to have been received when they are available to the Customer Support via the contact details of the Customer Support provided on the Pocopay Website and the App.
- 15.5. The App and the Customer Support are available in Spanish and English. The General Terms and Service Terms shall be available in Spanish and English. Other languages may be supported. Any other agreements the Customer may have with Pocopay may be in any other language as agreed or is applicable to such other agreements.
- 15.6. The Customer Support shall notify the Customer via the App or the e-mail of any major operational incident or a security related incident, including information and communication technology incident, if the incident has or may have a material impact on the Customer.

16. PROCESSING PERSONAL DATA

- 16.1. Pocopay processes the Customer's personal data in accordance with the Privacy Statement available on the Pocopay Website and the App.

17. AMENDMENTS

- 17.1. Pocopay has the right to unilaterally amend the Agreement and the Price List.
- 17.2. The valid versions of the Agreement and the Price List shall be deemed to be the versions available on the Pocopay Website and the App at any given time, unless stipulated otherwise therein.
- 17.3. Upon amending the Agreement, Pocopay will notify the Customer at least 2 months in advance before the amendments enter into force. If the Customer doesn't accept the amendments, then the Customer may, prior to the entry into force of the amendments, unilaterally withdraw from the Agreement affected by the amendments without any additional fees and effective immediately by forwarding the Customer Support a respective e-mail or, in case the App enables it, by rejecting the respective change in the App. If the Customer has not, prior to the entry into

force of the amendments, notified the Customer Support that the Customer does not agree to the amendments or, in case the App enables it, rejected the respective change in the App, then it shall be deemed that the Customer has agreed to the amendments and the Customer loses his or her right to withdraw from this Agreement in relation to the proposed amendments.

- 17.4. The amendments to the Agreement will enter into force on the date referred to in the respective notice referred to in the previous Section. If the respective notice does not contain any dates for the amendments to enter into force, the amendments will enter into force on the first day after 2 months have passed from sending such notification.
- 17.5. Pocopay may unilaterally amend this Agreement without notifying the Customer in case the amendment concerns interest rates applicable to this Agreement and the change in the interest rate is due to a change in a reference interest rate agreed between the Customer and Pocopay or in case the change of the interest rate is beneficial to the Customer. Amendments to the Agreement or the Price List that unambiguously favor the Customer, for example lowering the applicable fees payable by the customer, or are of insignificant technical nature, for example correcting grammatical or formatting errors, branding-related changes or updating contact information, may be considered not to be covered by Section 17.3 of the General Terms and may enter into force immediately after notifying the Customer. In such cases the Customer will not have the right to extraordinarily withdraw from this Agreement per Section 17.3 of the General Terms.
- 17.6. If it becomes apparent that any provision of the Agreement is in conflict with or void under applicable law, then Pocopay has the right to unilaterally amend the Agreement by replacing the conflicting or void provision with a valid provision so that the purpose of the valid provision would, as much as possible, serve the purpose of the void provision. In such case Pocopay will notify the Customer about the amendment and the Customer doesn't have the right to extraordinarily withdraw from this Agreement per Section 17.3 of the General Terms.

18. DISPUTE RESOLUTION

- 18.1. This Agreement shall be subject to the Spanish law.
- 18.2. The Customer may submit Pocopay complaints about the Pocopay's services by contacting the Customer Support. Any dispute arisen under this Agreement will be resolved by negotiations. If the parties are unable to resolve the dispute by negotiation, then the dispute shall be resolved in courts in accordance with Spanish laws.
- 18.3. If Pocopay has not replied to the Customer's duly submitted consumer complaint within 15 days from its submission or, exceptionally within 30 days or the Customer is still not satisfied with the reply received, the Customer may address the complaint to the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon) whose contact information is provided in Section 21 of the General Terms.

19. TERM AND TERMINATION

- 19.1. The Agreement is entered into for an indefinite period and shall be in force until full performance of all the obligations arising thereof.
- 19.2. The Customer has, on the precondition that the Customer does not have any payables to Pocopay under the Agreement or any other agreements, or to Lender under Credit Line Agreement, the right to withdraw from this Agreement without reason at any time by sending the Customer Support a respective notice or, if the App enables it, then by making the respective choice in the App. Upon the Customer's withdrawal from the Agreement, further provision of the services arising thereof, provided that such services are not necessary for termination of existing liabilities, shall be terminated. If the Customer has or will have any payables to Pocopay under the Agreement, then the Agreement remains in force until payment of such payables. If the Customer has or will have any payables to Pocopay under any other agreement between Pocopay and the Customer and the services covered by the Agreement are needed for payment of such payables, then Pocopay may decline the termination of the Agreement until payment of

such payables. If the Customer has any outstanding usage of Credit Line or any other outstanding payable to the Lender under the Credit Line Agreement, then Pocopay has the right to refuse the termination of the Agreement until payment of such payables to the Lender.

- 19.3. Pocopay has the right to withdraw from this Agreement without reason by notifying the Customer via the App or via e-mail at least 2 months in advance.
- 19.4. Upon the grounds stipulated in this Agreement, Pocopay has the right to extraordinarily withdraw from this Agreement immediately and without notifying the Customer in advance. After extraordinary withdrawal from this Agreement, the Payment Account and the Payment Card are blocked immediately, meaning that no new operations are permitted.
- 19.5. Pocopay may transfer to a third party any claims which Pocopay has against the Customer under this Agreement without Customer's additional consent.

20. RIGHT OF WITHDRAWAL

- 20.1. The Customer has the right to withdraw from the Agreement without reason within 14 calendar days as of the day on which the Agreement entered into force by sending the Customer Support a respective e-mail. If the Customer does not send the Customer Support a withdrawal application within 14 calendar days, then the Customer shall lose its right to withdraw from this Agreement.

21. LICENSE AND COMPETENT AUTHORITY INFORMATION

- 21.1. Pocopay is licensed by the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon) and entered into the list of payment institutions holding a valid license issued by the Estonian Financial Supervision and Resolution Authority. The license with countries Pocopay is allowed to provide services is available on the website of [the Estonian Financial Supervision and Resolution Authority](#).
- 21.2. The Estonian Financial Supervision and Resolution Authority can be contacted via the e-mail address info@fi.ee, the phone number +372 668 0500, the mail address Sakala 4, 15030 Tallinn, Estonia or via any other ways indicated on the website of the Estonian Financial Supervision and Resolution Authority www.fi.ee.

22. FINAL PROVISIONS

- 22.1. Should any provision of this Agreement be void, then it shall not cause the entire agreement to be void or release the Customer or Pocopay from performing the remaining obligations under this Agreement.
- 22.2. The Customer does not have the right to transfer any rights or obligations under this Agreement to a third party without Pocopay's explicit prior consent.
- 22.3. Pocopay reserves the right to transfer any of its rights and obligations under this Agreement to a third party without the Customer's additional consent. Personal communication (e.g. e-mail or pop-up in the App) to the Customer will be sufficient for this and any other notification purpose.

PART II PAYMENT ACCOUNT TERMS

1. GENERAL

- 1.1. Payment Account Terms form integral to the Agreement and cover the specific Service Terms in connection with the Payment Account opened for the Customer in Pocopay. In addition to these Payment Account Terms, the services related to the Payment Account and the obligations of Pocopay and the Customer are subject to the General Terms covered in Part I.
- 1.2. The Payment Account is inseparable from the Agreement and opening the Payment Account is a precondition for offering services covered in the Agreement.

2. SERVICES PROVIDED

- 2.1. Upon the entry into the Agreement, fulfilling all the requirements, and the payment of relevant fees (if applicable), Pocopay shall open the Customer a Payment Account.
- 2.2. The Payment Account can only be used for:
 - 2.2.1. transferring funds to such accounts and receiving funds from such accounts which belong to the SEPA (Single European Payments Area) payment and settlement system; and
 - 2.2.2. if the Customer has a valid Credit Line Agreement with the Lender, for receiving funds from the Credit Line for the purpose of being immediately used for Payment Card payments to a merchant.
- 2.3. Only the euro currency can be stored on the Payment Account. The Payment Account cannot be used for storing other currencies besides the euro.

3. USING THE PAYMENT ACCOUNT

- 3.1. The Customer can use the Payment Account only after the Customer has Authenticated himself/herself in a way as required by Pocopay.
- 3.2. The Payment Account may be used only by the Customer himself/herself.
- 3.3. If the Customer suspects that his/her Payment Account may be in the power of a third person, the Customer's Payment Account has been used without the Customer's consent or knowledge or there are other circumstances, as a result of which it may be possible for a third person to use the Customer's Payment Account, then the Customer shall, without delay, notify the Customer Support and, independently via the App or, if it is not possible for the Customer to execute it independently, then with the help of the Customer Support, replace the Payment Account's Authentication Instruments and/or block the Payment Account.

4. INFORMATION REQUIRED FOR MAKING A PAYMENT

- 4.1. In order to execute a payment, the Customer must insert at least the following information in the App:
 - 4.1.1. the recipient's full name;
 - 4.1.2. the recipient's account number in the IBAN (international bank account number) format;
 - 4.1.3. the payment amount;
 - 4.1.4. any other information required by Pocopay.
- 4.2. If Pocopay enables and accepts it, then for making a payment to another account opened in Pocopay or other payment institution, the Customer may also insert only some of the information referred to in Section 4.1 of these Payment Account Terms, or other relevant supported indicator (for example the recipient's e-mail address or telephone number) into the App.
- 4.3. If the Customer has not inserted the required information in the App or the inserted information is incorrect, then Pocopay is not obliged to execute the payment.

5. AUTHORIZATION OF A PAYMENT

- 5.1. In order to execute a payment, the Customer must Authorize the payment with the PIN code, fingerprint, an authentication code or any other enabled Authentication Instrument as required by Pocopay. The Customer is obliged to verify the payment amount, the payment recipient and other important information before Authorizing a payment. Pocopay may waive the requirement to Authorize a payment in case it is allowed under applicable law.

6. TIME OF RECEIPT OF A PAYMENT ORDER

- 6.1. A payment order is binding to Pocopay as of the moment that Pocopay has received the payment order. Pocopay is considered to have received a payment order as soon as the Customer has properly forwarded the order to Pocopay via the App.

7. MAXIMUM TIME FOR EXECUTING A PAYMENT

- 7.1. If the Customer has forwarded Pocopay a payment order on the same Working Day before 14:00 (GMT +1), then Pocopay shall execute the payment order on the same Working Day. If the Customer has forwarded Pocopay a payment order on any other day than on a Working Day or after 14:00 (GMT +1) on a Working Day, then Pocopay shall execute the payment order on the next Working Day, the latest.
- 7.2. If the Customer has forwarded Pocopay a payment order which is to be settled on the same day, then it is binding on the Customer and the Customer cannot withdraw the payment order. If the Customer has forwarded Pocopay a payment order which is to be settled on a later day, then the Customer can, withdraw the payment order via the App, until the day before the settlement day, the latest.
- 7.3. If the amount of the payment is up to 15,000 euros and the payment institution of the beneficiary has joined the instant payment system, then Pocopay shall automatically make an instant payment. An instant payment is usually transferred in seconds. If it is not possible to make an instant payment, then Pocopay shall make the payment in accordance with Sections 7.1 – 7.2 of the Payment Account Terms.

8. INFORMATION REGARDING THE EXECUTION OF A PAYMENT ORDER

- 8.1. Prior to executing a payment order, Pocopay presents the Customer with at least the following information via the App:
 - 8.1.1. the name and the account number of the recipient of the payment;
 - 8.1.2. the payment amount and currency;
 - 8.1.3. the date on which your account is debited;
 - 8.1.4. the amount payable for executing the payment order.
- 8.2. After the execution of a payment order Pocopay will present the Customer at least with the following information via the App:
 - 8.2.1. the payment order number;
 - 8.2.2. the name and account number of the recipient of the payment;
 - 8.2.3. the payment amount and currency;
 - 8.2.4. the amount payable for executing the payment order;
 - 8.2.5. the date on which the Payment account is debited (upon making a payment) or the date on which the Payment Account is credited (upon receiving a payment).
- 8.3. The Customer may at any time download a statement of the transactions made with the Customer's Payment Account via the App.

9. THE PAYMENT ACCOUNT LIMIT

- 9.1. By default, the Payment Account Limit is 5000 EUR per one calendar month.

- 9.2. In case the Customer wishes to increase or decrease the Payment Account Limit, the Customer shall contact the Customer Support to increase or decrease the Payment Account Limit.
- 9.3. If the Customer wishes to increase the Payment Account Limit, then Pocopay has the right to ask the Customer for information and documents to substantiate and certify the need for increasing the Payment Account Limit.
- 9.4. Pocopay has sole discretion over whether to increase the Payment Account Limit or not. Pocopay has no obligation to increase the Payment Account Limit, nor any obligation to justify its respective decisions.
- 9.5. In case the Payment Account Limit has been increased to more than 5000 EUR per month, then Pocopay will have the right to decrease the Payment Account Limit back to 5000 EUR per month at any time without notice and without justifying the reasons.

10. BLOCKING THE PAYMENT ACCOUNT

- 10.1. Pocopay has the right to block the Payment Account upon the grounds stipulated in the Agreement.
- 10.2. The Customer has the right to block the Payment Account at any time. In order to block or unblock the Payment Account, the Customer has to submit the Customer Support a respective request. If the Customer submits the Customer Support a request to block or unblock the Payment Account, then Pocopay may require that the Customer Authenticates himself or herself, Authorize the Customer's request or perform any other additional operation to verify the Customer's identity and the Customer's wish to block or unblock the Payment Account.
- 10.3. Pocopay will unblock the Payment Account only in case the grounds for blocking the Payment Account have become devoid.
- 10.4. If Pocopay deems it likely that the grounds for blocking the Payment Account have not become devoid, then Pocopay may close the Payment Account.

11. FUNDS ON THE PAYMENT ACCOUNT

- 11.1. In accordance with applicable law, funds stored on the Payment Account are not deemed to be deposits or other repayable funds or e-money. Funds stored on the payment account are not secured by any public deposit guarantee scheme or by other similar means for securing deposits.

12. SAVING MONEY

- 12.1. The App may enable the Customer to make allocations from the funds stored on the Payment Account for the purpose of saving money. Such allocations are not deposits, they are not kept separately from other funds on the Payment Account and they are not subject to a higher interest rate than the regular interest rate.
- 12.2. If the Customer has allocated certain funds for the purpose of saving money, then such funds shall not be used for making payments from the Payment Account (including Payment Card payments). Pocopay shall, however, have the right to debit the allocations for overdue payables accrued by the Customer in accordance with the Agreement.

13. INTEREST

- 13.1. Pocopay pays the Customer interest on funds stored on the Payment Account according to the interest rate stipulated in the Price List. The interest is based on a 365-day year. Pocopay accounts interest for each day, according to the funds on the Payment Account as at the end of the day. Pocopay pays the interest to the Customer's Payment Account on the 1st day of each month for the amount accrued for the previous calendar month. Pocopay rounds the interest accrued to two decimals as at the payment of interest.

14. TERMINATION

- 14.1. Upon the termination of the Agreement, Pocopay will close the Payment Account.

15. TRANSACTIONS AFTER TERMINATION

- 15.1. Upon closing the Payment Account, in accordance with applicable law, Pocopay shall transfer any funds still on the Payment Account only to an account opened in the Customer's name in a credit institution connected to the SEPA payment system and registered in a country in the European Economic Area.
- 15.2. If, within 1 month after the Payment Account is closed, Pocopay receives a payment made to the Customer's Payment Account, then Pocopay shall accept such payment, notify the Customer via the App and transfer the received funds to an account opened in the Customer's name in a credit institution in the European Economic Area in accordance with the Customer's orders. In such case Pocopay has the right to withhold from such payment the fees stipulated in the Price List or any other reasonable fees as determined by Pocopay.

16. AMENDING THE TERMS

- 16.1. Pocopay shall have the right to unilaterally amend these Payment Account Terms in accordance with the General Terms.

PART III PAYMENT CARD TERMS

1. GENERAL

- 1.1. The Payment Card Terms form integral to the Agreement and cover the specific Service Terms in connection with the Payment Card issued to the Customer by Pocopay. In addition to these Payment Card Terms, the services related to the Payment Card and the obligations of Pocopay and the Customer are subject to the General Terms covered in Part I.

2. PAYMENT SERVICES RELATED TO PAYMENT CARD

- 2.1. Upon the entry into the Agreement, fulfilling all the requirements, and the payment of relevant fees (if applicable), Pocopay will issue the Customer a Payment Card.
- 2.2. The Payment Card can be used for withdrawing cash from ATMs as well as for transactions only in such payment terminals, online environments and other payment channels which support the Mastercard payment system. Pocopay may include third party service providers for executing Payment Card transactions.
- 2.3. Pocopay hereby informs, that additional restrictions from the Lender for certain kind of transactions may apply in accordance with the Credit Line Agreement for using the Payment Card for getting credit from the Lender via Credit Line. Pocopay does not make the credit related decisions to transfer credit to the Payment Account. Pocopay is not liable for any such restrictions for getting credit as agreed between the Client and the Lender, or any other third party restrictions when using the Payment Card, and such restrictions are out of the scope of the Agreement.
- 2.4. The Payment Card is linked to the Payment Account. The Payment Account shall be debited for transactions executed with the Payment Card.

3. AUTHORIZATION OF PAYMENT CARD PAYMENTS

- 3.1. In order to execute a payment via a point of sale payment terminal, the Customer must Authorize the payment as requested by the merchant receiving the payment by either, whichever is relevant:
 - 3.1.1. entering the Payment Card PIN-code to the payment terminal;
 - 3.1.2. holding the Payment Card near the payment terminal at the place marked on the payment terminal (contactless payment);
 - 3.1.3. signing the payment receipt, in which case the merchant receiving the payment may, in addition to the Customer's signature, require that the Customer also provide the merchant his or her identification document; or
 - 3.1.4. any other Authorization means provided and accepted by Pocopay and relevant Merchant.
- 3.2. In order to execute a Payment Card payment online, the Customer must Authorize the payment by entering to the online environment:
 - 3.2.1. the card number;
 - 3.2.2. the Customer's full name as displayed on the card;
 - 3.2.3. the expiry date of the card; and
 - 3.2.4. the card's 3-digit security code;
 - 3.2.5. or any other Authorization means provided and accepted by Pocopay and relevant merchant.
- 3.3. The Customer might have to approve a point of sale or online Payment Card payment via the App if required to comply with secure customer authentication requirements.
- 3.4. In order to perform operations in an ATM, the Customer must Authorize the operations by entering the Payment Card PIN code into the ATM.

- 3.5. The Customer is obliged to verify the payment amount, the payment currency and other important information before Authorizing a payment.
- 3.6. If the Customer has properly Authorized a transaction or an operation as stipulated in this Section 3 of these Payment Card Terms, then the transaction or operation is binding to the Customer and cannot be withdrawn.

4. CONTACTLESS PAYMENTS

- 4.1. The Payment Card may enable the Customer to make contactless payments. The Customer can enable or disable contactless payments from the App.
- 4.2. Contactless payments are subject to the following restrictions:
 - 4.2.1. the amount of a single contactless payment cannot exceed a certain limit;
 - 4.2.2. the aggregate amount of consecutive contactless payments cannot exceed a certain limit;
 - 4.2.3. the number of consecutive contactless payments cannot exceed a certain limit.
- 4.3. Upon exceeding the aforementioned limits, the merchant accepting the payment or Pocopay may require that the payment be Authorized by other means.

5. RECEIVING THE PAYMENT CARD

- 5.1. Pocopay will deliver the Customer the Payment Card to the address as defined by the Customer upon ordering the Payment Card. The Customer will be able to view the Payment Card PIN-code in the App once the Payment Card has been activated.
- 5.2. Upon receiving the Payment Card, the Customer is obliged to verify that the respective envelope has not been manipulated and there are no other signs on the envelope which refer to the possibility that the Payment Card could have been accessed by an unauthorized person.

6. ACTIVATING THE PAYMENT CARD

- 6.1. If there are signs on the respective envelope which refer to the possibility that an unauthorized person may have accessed the Payment Card or other contents of the package containing the Payment Card, then the Customer is obliged to notify the Customer Support without delay of the incident and the Customer is prohibited from activating the Payment Card. In such case, Pocopay will issue the Customer a new Payment Card.
- 6.2. Upon receiving the Payment Card, the Customer is obliged to add his or her signature to the Payment Card on the place indicated on the Payment Card and activate the Payment Card via the App if applicable.
- 6.3. The Payment Card cannot be used before it has been activated via the App.
- 6.4. If Pocopay issues a new Payment Card then Pocopay will, upon the activation of the new Payment Card, close the old Payment Card issued to the Customer earlier.

7. USING THE PAYMENT CARD

- 7.1. The Payment Card may only be used by the Customer.
- 7.2. Upon executing a Payment Card transaction in a Foreign Currency, the Payment Account will be debited in euro using Mastercard's currency exchange rate.
- 7.3. Payment Card is both a payment instrument and an Authentication Instrument. The Customer is obliged to exercise the same measures and care upon keeping the Payment Card safe as stipulated in Section 8 of the General Terms. Among other obligations, the Customer is obliged to keep confidential the Payment Card's 16-digit card number, the Payment Card's expiry date and the 3-digit security code.
- 7.4. The Customer is obliged to keep the Payment Card from being damaged or destroyed. The Customer is prohibited from copying the Payment Card or the data stored on the Payment Card's chip or magnetic strip.

- 7.5. The Customer is obliged to check the Payment Account statement on a regular basis in order to verify that:
- 7.5.1. the Payment Card has not been used without the Customer's consent or knowledge; and
 - 7.5.2. for transactions executed with the Customer's consent and knowledge, the Payment Account has been debited in the correct amount.
- 7.6. If the Customer suspects that the Customer's Payment Card may be in the power of a third person, the Customer's Payment Card has been used without the Customer's consent or knowledge or there are other circumstances as a result of which it may be possible for a third person to use the Customer's Payment Card, then the Customer shall, without delay, notify the Customer Support and, independently via the App or, if it is not possible for the Customer to execute it independently, then with the help of the Customer Support, block the Payment Card and/or close the Payment Card, as is appropriate for ending such situation without undue delay.
- 7.7. Upon expiry of the Payment Card, termination of the Agreement, activation of a new Payment Card replacing an old Payment Card, or upon any other case where the Customer's Payment Card is no longer used, the Customer is obliged to destroy the Payment Card by cutting the card into several pieces so that the card's chip and magnetic strip are destroyed.

8. STATEMENT OF TRANSACTIONS

- 8.1. Payment Card transactions shall be displayed on the Customer's Payment Account statement which the Customer may review at any time by generating a Payment Account statement in the App.

9. SETTING THE LIMITS

- 9.1. The Customer can define the Payment Card Limits via the App within the limits legally applicable. The Customer can choose different limits for different Payment Card transactions. By default, the Payment Card limits are set by Pocopay. The Customer may change the Payment Card Limits at any time.
- 9.2. The limit set to a specific Payment Card transaction cannot exceed the Payment Account Limit. Also, regardless of the limits set to a specific Payment Card transaction, the aggregate amount of executed Payment Card transactions cannot exceed the Payment Account Limit.
- 9.3. The Customer may not execute any transaction which exceeds the Payment Card Limits.

10. CONTESTING TRANSACTIONS

- 10.1. The Customer has the right to claim Pocopay for the refund of the entire debited amount on the precondition, that the Customer has submitted via the App or the Customer Support a respective claim within 8 weeks as of the day on which the respective amount was debited from the Payment Account, if the following conditions are met:
- 10.1.1. the Payment Card has been used for a payment, which was initiated by the merchant receiving the payment (for example a hotel or a car rental company); and
 - 10.1.2. the amount debited from the Payment Account is materially larger than the amount which was reasonably presumed, taking into account the terms and conditions of an agreement entered into with a merchant, amounts of previous payments and other relevant matters; and
 - 10.1.3. the exact payment amount was not defined at the time of Authorizing the payment.
- 10.2. The Customer shall provide evidence to Pocopay in order to support the claim stipulated in Section 10.1 of these Payment Card Terms.

11. BLOCKING THE PAYMENT CARD

- 11.1. Pocopay has the right to block the Payment Card upon the grounds stipulated in the Agreement.
- 11.2. The Customer has the right to block his or her Payment Card at any time. In order to block or unblock the Payment Card, the Customer can make the respective choice in the App and/or

submit the Customer Support a respective request. If the Customer submits the Customer Support a request to block or unblock his or her Payment Card, then Pocopay may require that the Customer Authenticates himself or herself, Authorize the request or perform any other additional operation to verify his or her identity and the wish to block or unblock the Payment Card.

- 11.3. Pocopay shall unblock the Payment Card only in case the grounds for blocking the Payment Card have become devoid.
- 11.4. If Pocopay deems it likely that the grounds for blocking the Payment Card have not become devoid, then Pocopay may close the Payment Card.

12. VIRTUAL PAYMENT CARD

- 12.1. From time to time, Pocopay may offer Customers a Virtual Payment Card. If available in the App and offered by Pocopay, upon the Customer's request and payment of relevant fees (if applicable), Pocopay will issue the Customer a Virtual Payment Card. A Virtual Payment Card is a type of a Payment Card and is subject to the same provisions as stipulated for a regular Payment Card with differences related to the virtual nature of a Virtual Payment Card.
- 12.2. Only the Sections of the Payment Card Terms which are relevant to a non-physical Payment Card apply to the Virtual Payment Card.
- 12.3. Virtual Payment Card may be the only type of Payment Card offered and available to the Customer, in which case the Customer does not have a right to demand a physical Payment Card.
- 12.4. The Virtual Payment Card and corresponding transactions are subject to the same obligations by the Customer as the regular Payment Card and corresponding transactions, unless the Agreement specifically state otherwise.
- 12.5. As compared to a regular Payment Card, a Virtual Payment Card entails, inter alia, the following differences:
 - 12.5.1. a Virtual Payment Card may have restrictions for usage or may be lacking certain properties of the regular Payment Card. For example, the Virtual Payment Card may be limited to only online purchases or be restricted for point of sale transactions (including contactless transactions);
 - 12.5.2. a Virtual Payment Card will not be delivered to the Customer in any physical form;
 - 12.5.3. a Virtual Payment Card does not have to be activated after it is issued;
 - 12.5.4. the information of the Virtual Payment Card may be displayed differently, e.g. not on the Virtual Payment Card.
- 12.6. The Customer is obliged to keep confidential the Virtual Payment Card's all credentials displayed in the App, including the 16-digit card number, the expiry date and the 3-digit security code (CVC).

13. VALIDITY OF THE PAYMENT CARD

- 13.1. The Payment Card is valid and it can be used for making transactions only until the expiry of the validity period indicated on the Payment Card (until the last day of the respective month). The Customer cannot use the Payment Card for making transactions after the expiry of the Payment Card's validity period.
- 13.2. If the Customer hasn't notified Pocopay otherwise, then Pocopay may issue the Customer a new Payment Card upon the expiry of the Payment Card.
- 13.3. The Payment Card becomes invalid if:
 - 13.3.1. The Customer doesn't activate the Payment Card within 2 months as of the date on which the card was delivered to the address defined by the Customer and the Customer has no other valid Payment Cards); or

- 13.3.2. the validity period of the Payment Card expires and Pocopay has not within 2 months as of the expiry of the validity period of the Payment Card issued the Customer a new Payment Card; or
- 13.3.3. the Payment Card has been closed and the Customer has not been issued or ordered a new Payment Card.
- 13.4. The Customer has the right to close the Payment Card without reason at any time by sending the Customer Support a respective notice or, if the App enables it, then by making the respective choice in the App.

14. TERMINATION

- 14.1. Upon the termination of this Agreement, Pocopay will close the Payment Card.
- 14.2. The Payment Card will be closed within 24 hours of receipt of the Customer's withdrawal request, except in case that there are obligations pending to be fulfilled.
- 14.3. If after the termination of the Agreement, Pocopay receives an order to execute a Payment Card transaction which the Customer made before the termination from this Agreement, then Pocopay has the right to claim the Customer the amount of such transaction and any applicable fees in accordance with the Price List.

15. AMENDING THE TERMS

- 15.1. Pocopay shall have the right to unilaterally amend these Payment Card Terms in accordance with the General Terms.