

Debit Card Terms

Valid as of 01.02.2018

These Debit Card Terms stipulate the rights and obligations of Pocopay and the Customer in connection with the Debit Card issued to the Customer by Pocopay. In addition to these Debit Card Terms, the Debit Card Agreement between the Customer and Pocopay is subject to the General Terms available on Pocopay's website. To the extent referred to in these Debit Card Terms, the Debit Card Agreement is subject also to the Payment Account Terms. These Debit Card Terms, the Payment Account Terms and the General Terms together make up the Debit Card Agreement between the Customer and Pocopay.

1. Definitions

The capitalized terms defined in the Payment Account Terms and the General Terms have the same meanings in these Debit Card Terms as well. In addition to the terms used in the Payment Account Terms and the General Terms, the following capitalized terms with the following meanings are used in these Debit Card Terms:

ATM: automated teller machine or cash dispenser;

Debit Card: a debit payment card issued to the Customer by Pocopay;
Child Debit Card: a Debit Card linked to a Child Account, which is issued to the Child entitled to use the respective Child Account;

Debit Card Limits: the maximum amounts up to which the Customer can make different transactions with the Debit Card during a certain period;

Foreign Currency: any other currency besides the euro;

General Terms: the general terms and conditions for Pocopay's services available at [Pocopay's website](#);

MasterCard: the international card organization MasterCard International;

2. Execution and entry into force of the agreement

2.1. In order to execute the Debit Card Agreement, the Customer submits Pocopay the information required by Pocopay via the Pocopay app and confirms that he/she agrees to these Debit Card Terms, the Payment Account Terms and the General Terms. The Debit Card Agreement is deemed to have been executed and entered into force with the provision of the aforementioned confirmation in the Pocopay app. Pocopay sends the Customer a confirmation of the execution of the Debit Card Agreement via the Pocopay app and/or the Customer's e-mail.

2.2. If the Debit Card Agreement is executed in another way than via the Pocopay app, then the Debit Card Agreement is deemed to have been executed and entered into force as of the signing of the Debit Card Terms by both the Customer and Pocopay. In such case Pocopay shall not send the Customer a confirmation of the execution of the Debit Card Agreement.

2.3. The precondition for the execution and the entry into force of the Debit Card Agreement is that there is a valid Payment Account Agreement between Pocopay and the Customer and that the Customer has an active Payment Account in Pocopay.

3. Services provided under the agreement

3.1. Under the Debit Card Agreement Pocopay issues the Customer a Debit Card. The Customer can use the Debit Card for making card payments in a payment terminal (including contactless payments), making online card payments and withdrawing cash from an ATM.

3.2. The Debit Card is linked to the Customer's Payment Account. The Customer's Payment Account shall be debited for transactions executed with the Debit Card.

3.3. The Debit Card can be used for transactions only in such payment terminals, online environments, ATMs and other payment channels which support the MasterCard payment system. Pocopay may include third party service providers for executing Debit Card transactions.

4. Authorizing a payment

4.1. In order to execute a payment from a payment terminal, the Customer must Authorize the payment as requested by the merchant receiving the payment by either:

4.1.1. by entering his/her Debit Card PIN-code to the payment terminal; or

4.1.2. by holding the Debit Card near the payment terminal at the place marked on the payment terminal (contactless payment); or

4.1.3. by 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 provides the merchant his/her identification document.

4.2. In order to perform operations from an ATM, the Customer must Authorize the operations by entering his/her PIN-code to the ATM.

4.3. In order to execute a Debit Card payment online, the Customer must Authorize the payment by entering to the online environment:

4.3.1. the card number (the 16-digit number on the front side of the card);

4.3.2. his/her full name as displayed on the card (on the front side of the card);

4.3.3. the expiry date of the card (on the front side of the card); and

4.3.4. and the card's security code (a 3-digit code on the back side of the card).

4.4. The Customer is obliged to verify the payment amount, the payment currency and other important information before Authorizing a payment.

4.5. If the Customer has Authorized a transaction or an operation as stipulated in this Section [4](#), then the transaction or operation is binding to the Customer and the Customer cannot withdraw it.

5. Contactless payments

5.1. The Debit Card enables the Customer to make contactless payments. The Customer can enable or disable contactless payments from the Pocopay app.

5.2. Contactless payments are subject to the following restrictions:

5.2.1. the amount of a single contactless payment cannot exceed a certain limit;

5.2.2. the aggregate amount of consecutive contactless payments cannot exceed a certain limit;

5.2.3. the number of consecutive contactless payments cannot exceed a certain limit.

5.3. Upon exceeding the aforementioned limits, the merchant accepting the payment or Pocopay may require that the payment be Authorized by other means.

6. Receiving the Card

6.1. Pocopay shall deliver the Customer the Debit Card and the Debit Card's Authentication Instruments to the address as defined by the Customer upon ordering the Debit Card. The Debit Card and the Debit Card's Authentication Instruments are delivered to the Customer on different times.

6.2. Upon receiving the Debit Card and the Debit Card's Authentication Instruments, the Customer is obliged to verify that the respective envelopes have not been manipulated and there are no other signs on the envelopes which refer to the possibility that the Debit Card or the Authentication Instruments could have been accessed by an unauthorized person before to the Customer.

7. Activating the Card

7.1. Upon receiving the Debit Card, the Customer is obliged to add his/her signature to the Card on the place indicated on the Card and activate the card via

the Pocopay app. The Debit Card cannot be used before the card has been activated via the Pocopay app.

7.2. If the Customer detects upon receiving the Debit Card or the Debit Card's Authentication Instruments that there are signs on the respective envelopes which refer to the possibility that an unauthorized person may have accessed the Debit Card or the Debit Card's Authentication Instruments before the Customer, then the Customer is obliged to notify Pocopay's customer support without delay and not activate the card.

7.3. If the Customer is issued a new Debit Card then Pocopay shall, upon the activation of the new Debit Card, the latest, close the Debit Card issued to the Customer earlier.

8. Using the Card

8.1. The Debit Card may be used only by the Customer himself/herself.

8.2. The Customer shall have the right to use the Debit Card only in payment terminals, online environments, ATMS and other payment channels labelled with the MasterCard logo.

8.3. The Customer is obliged to keep the Debit Card in the same way as Authentication Instruments as further specified in the General Terms. The Customer is obliged to avoid the Debit Card from being damaged or destroyed. The Customer is prohibited from copying the Debit Card or the data stored on the Debit Card's chip or magnetic strip.

8.4. The Customer is obliged to check his/her Payment Account statement on a regular basis in order to verify that:

8.4.1. the Debit Card has not been used without the Customer's consent or knowledge; and

8.4.2. for transactions executed with the Customer's consent and knowledge, the Customer's Payment Account has been debited in the correct amount.

8.5. If the Customer suspects that his/her Debit Card may be in the power of a third person, the Customer's Debit 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 Debit Card, then the Customer shall, without delay, notify Pocopay's customer support and, independently via the Pocopay app or, if it is not possible or the Customer to execute independently, then with the help of Pocopay's customer support, block the Debit Card and/or close the Debit Card.

8.6. Upon the expiry of the Debit Card, the termination of the Debit Card Agreement, the activation of a new Debit Card replacing an old Debit Card or upon any other case, where the Debit Card is no longer used, the Customer is obliged to destroy the Debit Card by cutting the card into several pieces so that the card's chip and magnetic strip are destroyed.

9. Debit Card Limits

9.1. The Customer can define Debit Card Limits suitable for the Customer via the Pocopay app. According to the options provided in the Pocopay app, the Customer can choose different limits to different Debit Card transactions. By default, the Debit Card Limits are set by Pocopay. The Customer may change the Debit Card Limits at any time.

9.2. No limit set to a specific Debit Card transaction can exceed the Payment Account Limit. Also, regardless of limits set to specific Debit Card transactions, the aggregate amount of actually executed Debit Card transactions cannot exceed the Payment Account Limit.

9.3. The Customer may use the Debit Card only within the Debit Card Limits and up to the funds stored on the Payment Account.

10. Fees

Services provided under the Debit Card Agreement are subject to the fees stipulated in the Price List. The fees may be composed of monthly recurring payments or one-time fees applicable to specific operations as stipulated in the Price List. The fees depend on the subscription chosen by and/or applicable to the Customer.

11. Transactions in Foreign Currency

In case of a Debit Card transaction executed in a Foreign Currency, the Customer's Payment Account shall be debited in euros according to the currency rate defined by MasterCard.

12. Statement of transactions

Debit Card transactions shall be displayed on the Customer's Payment Account statement. Transactions executed with a Child Debit Card shall be displayed on the Child Account's statement.

13. Contesting transactions

If:

- the Customer's Debit 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
- the amount debited from the Customer's Payment Account is materially larger than the amount which the Customer could have reasonably presumed, taking into account the terms and conditions of the agreement entered into with the merchant, the amount of previous payments and other relevant matters; and
- the exact payment amount was not defined at the time of Authorizing the payment;

then the Customer shall have the right to claim Pocopay for the refund of the entire debited amount on the precondition, that the Customer has submitted Pocopay's Customer support a respective claim within 8 weeks as of the day on which the respective amount was debited from the Customer's Payment Account. Otherwise, the regulation stipulated in the General Terms shall be applicable for contesting Debit Card transactions.

14. Child Debit Card

14.1. If the Customer has opened a Child Account, then the Customer may order an additional Debit Card linked to the Child Account, which is issued to the Child entitled to use the Child Account (Child Debit Card).

14.2. Only the Child entitled to use the Child Account linked to the Child Debit Card shall have the right to use the Child Debit Card.

14.3. The Child Account linked to the Child Debit Card shall be debited for transactions executed with the Child Debit Card.

14.4. The Customer acknowledges that no contractual relationship between the Child and Pocopay is created upon issuing a Child Debit Card. The contractual relationship regarding the Child Debit Card is created only between Pocopay and the Customer. The Customer shall undertake that the Child performs the same obligations with regard to the Child Debit Card which are intended for the Customer with regard to the Customer's Debit Card. The Customer shall be liable to Pocopay for obligations concerning a Child Debit Card.

14.5. If there are not sufficient funds on a Child Account to settle the payables concerning the Child Debit Card, then Pocopay shall have the right to debit the respective amounts from the Customer's Payment Account.

14.6. The Customer shall have the right to close a Child Debit Card at any time.

15. Blocking the Card

15.1. Pocopay shall have the right to block the Debit Card upon the grounds for blocking a Debit Card stipulated in the General Terms.

15.2. The Customer may also block the Debit Card himself/herself. In order to block or unblock the Debit Card, the Customer shall make the respective choice in the Pocopay app and/or submit Pocopay's customer support a respective request. If the Customer submits Pocopay's customer support a request to block or unblock the Debit Card, then Pocopay may require that the Customer would Authenticate himself/herself, Authorize his/her request or perform another additional operation.

15.3. Pocopay shall unblock the Debit Card only in case the grounds for blocking the Debit Card have become devoid.

15.4. If Pocopay deems it likely that the grounds for blocking the Debit Card shall not become devoid, then Pocopay may also close the Debit Card.

16. Validity of the Card

16.1. The Debit Card is valid and the Debit Card can be used for making transactions only until the expiry of the validity period indicated on the Debit Card (until the last day of the respective month). The Customer cannot use the Debit Card for making transactions after the expiry of the Debit Card's validity period.

16.2. If the Customer has not notified Pocopay otherwise, then Pocopay may issue the Customer a new Debit Card upon the expiry of the Debit Card.

17. Term

The Debit Card Agreement is entered into for an indefinite term.

18. Termination

18.1. The Customer has the right to terminate the Debit Card Agreement without reason at any time by sending Pocopay's customer support a respective e-mail or by making the respective choice in the Pocopay app.

18.2. Pocopay shall have the right to terminate the Debit Card Agreement without reason by notifying the Customer via the Pocopay app or via e-mail at least 2 months in advance. Upon the grounds stipulated in the General Terms, Pocopay shall have the right to terminate the Debit Card Agreement immediately and without notifying the Customer in advance.

19. Automatic termination

19.1. The Debit Card Agreement terminates automatically if:

19.1.1. the Customer does not activate the Debit 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 (earlier) valid Debit Cards);

19.1.2. the validity period of the Debit Card expires and Pocopay has not within 2 months as of the expiry of the validity period of the Debit Card issued the Customer a new Debit Card; or

19.1.3. Pocopay has closed the Debit Card and neither the Customer nor Pocopay has ordered the Customer a new Debit Card.

19.2. Regardless of Section [19.1](#), the Debit Card Agreement shall not terminate in case any Child Debit Card linked to the Client is still valid.

19.3. Upon the automatic termination of the Debit Card Agreement, Pocopay shall send the Customer a respective notice.

20. Consumer's right of withdrawal

A Customer who is a natural person, shall have the right to withdraw from the Debit Card Agreement without reason within 14 calendar days as of the day on which Pocopay sent the Customer the confirmation referred to in Section [2.1](#) by sending Pocopay's customer support a respective e-mail. If the Customer does not send Pocopay a withdrawal application within the period stipulated in this Section [20](#), then the Customer shall lose its right to withdraw from the Debit Card Agreement.

21. Amending the terms

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

22. Course of action after termination

Upon the termination of the Debit Card Agreement, Pocopay shall close the Customer's Debit Card (and all Child Debit Cards linked to the Customer).