

## **GENERAL TERMS OF THE "CARD"**

The general and special conditions, which are detailed here below, regulate the relationship between PECUNIA CARDS EDE, S.L.U. (hereinafter, "PECUNPAY"), with registered address at C/ Guzmán El Bueno, nº 133, Edificio América, Bajo B, 28003 - Madrid and the holder (hereinafter, "HOLDER"), in relation to the financial services described therein.

### **1. GENERAL TERMS**

#### **1.1. GENERAL TERMS**

The parties agree that the clauses contained in this contract shall be considered as general contracting terms, for the purposes indicated in Law 7/1998, of 13 April, on General Contracting Terms.

PECUNPAY has expressly and previously informed the OWNER of the existence of the general terms listed in this document.

The OWNER declares that he/she is aware of the conditions, that he/she understands them and that, consequently, he/she accepts their incorporation into the contract.

The OWNER declares that he/she is acting in his/her own name and right and undertakes to provide PECUNPAY with such documentation, photographs, and information as it may reasonably request to comply with its regulatory obligations.

Once the HOLDER has completed the above and passed our internal checks, the card will be issued.

#### **1.2. DURATION AND TERMINATION OF THE CONTRACT**

The present contract will be OPEN-ENDED, without prejudice to the expiry date stated on the cards issued, or on any other means of payment, which PECUNPAY makes

available to the HOLDER. The relationship shall commence on the day on which PECUNPAY confirms that its service has been approved.

Apart from cases in which the OWNER has contracted several products with PECUNPAY for the management of which it is necessary to keep a payment account open or in cases determined by regulation, the OWNER may, at any time, terminate the contract by notifying PECUNPAY in writing, without the need for any prior notice. In this case, PECUNPAY will carry out the order to terminate the contract within 24 hours of receiving the OWNER's request. PECUNPAY will reimburse the HOLDING HOLDER the remaining balance, after applying the corresponding commissions and expenses up to the date of termination.

Termination of the contract shall be free of charge for the HOLDER, unless the contract has been in force for less than six months.

PECUNPAY may terminate this Contract by giving the OWNER at least sixty calendar days' notice.

Notwithstanding the above, PECUNPAY may terminate the contract without prior notice in the event of objectively justified reasons relating to the security of the payment instrument, suspicion of unauthorized or fraudulent use of the payment instrument.

For the purposes of this contract, the following definitions apply:

- Termination. The ineffectiveness of this contract. Because of the non-performance of one of the parties, the other party shall have the right to request that the contract be rescinded, and the damages suffered shall be compensated.
- Withdrawal. The right of one of the parties to terminate the contract without giving any reason for the decision.

### **1.3. WITHDRAWAL FROM THE CONTRACT**

THE HOLDER shall have a period of 14 calendar days to withdraw from the contract, without stating reasons and without penalty.

The period for exercising the right of withdrawal shall start to run from the day of conclusion of the contract.



However, if the consumer has not received the contractual terms and conditions and the contractual information, the period for exercising the right of withdrawal shall start to run from the day on which the consumer receives this information.

The OWNER who exercises the right of withdrawal must notify the supplier in accordance with the terms of the contract, before the end of the relevant period, by a procedure that allows the notification to be recorded in any legally admissible manner. The notice shall be deemed to have been given within the time limit if it is on paper or on another durable medium, available and accessible to the addressee, and is sent before the expiry of the time limit.

#### **1.4. SUSPENSION**

PECUNPAY may temporarily suspend the services provided, as well as any means of payment associated with them, because of the cardholder's failure to pay, for security reasons, for lack of the requested documentation, or for suspicion of unauthorized or fraudulent practices on the part of the cardholder.

When the reasons for the suspension no longer exist, the service or means of payment shall be reactivated.

#### **1.5. AMENDMENT OF THE CONTRACT**

PECUNPAY may modify the conditions set out in this contract.

Amendments will be published on the PECUNPAY website and Users will also be informed by email to their corresponding email address. However, they will not be applicable until sixty calendar days have elapsed since the corresponding email was sent.

If the new conditions are to the benefit of the OWNER, PECUNPAY may provide for their automatic application following their publication on the corporate website.

If the OWNER, after learning of the new conditions, rejects them, he/she may denounce the contract by notifying PECUNPAY in accordance with the provisions of section 1.7 of these general conditions. The cancellation must therefore be made prior to the application of the new conditions so that they are not applicable to the OWNER. The OWNER shall be deemed to have accepted the modification of the conditions in question if he/she does not inform PECUNPAY of his/her non-acceptance prior to the proposed date of entry into force.

#### **1.6. FINANCIAL TERMS: COMMISSIONS AND EXPENSES**

The fees and expenses stated in the Particular Conditions that apply to each of the different products and services contracted shall be applicable. Said fees and expenses, for each of the different products and services, shall be explicitly stated in the tariff brochure related to each product and service in force at any given time.

#### **1.7. NOTIFICATIONS**

The communications, notifications, and documentation to be made by virtue of this Contract shall be sent to the OWNER at the address and/or e-mail address provided by the latter for this purpose.

Any communications to be made to PECUNPAY by the OWNER shall be made by e-mail to the Customer Service address: [atencionalcliente@pecuniacards.es](mailto:atencionalcliente@pecuniacards.es).

The HOLDER undertakes to notify PECUNPAY of changes of address, e-mail address and contact telephone number(s), using the means made available by PECUNPAY for this purpose, or by updating them, and shall bear any loss that may occur due to the sending of invalid, incorrect, or inaccurate information.



### **1.8. CUSTOMER SERVICE**

The OWNERS may file a complaint or claim with the PECUNPAY Customer Service Department. The letter shall be submitted by e-mail to the following address: [servicioatencioncliente@pecuniacards.es](mailto:servicioatencioncliente@pecuniacards.es)

All the above is in accordance with the provisions of the PECUNPAY Customer Ombudsman Regulations, which are available to OWNERS on the corporate website.

### **1.9. COMMUNICATIONS' REGISTRATIONS**

The HOLDER authorizes PECUNPAY to record by magnetic, computer, electronic or other means, all data, queries, circumstances of contracts and operations carried out through any of the non-face-to-face services. The OWNER may ask PECUNPAY for a copy of the same.

### **1.10. PERSONAL DATA PROCESSING**

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as with Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, we hereby inform you that your personal data will be included in the processing activities of PECUNIA CARDS EDE S.L. (PECUNPAY), for the purpose of managing the service contracted by the OWNER, the fulfilment of the contractual relationship, the examination and verification of the data, the preparation and management of loyalty programs, the notification of any type of incident that may arise during the contractual relationship, the communication of possible modifications to the conditions of the contract and, in general, those that affect the use of the card, as well as the sending of commercial information that may be of interest to you, being legitimized to do so on the basis of the execution of the contract, compliance with legal obligations and the legitimate interest of the parties. Your data will be kept during the execution of this contract and, subsequently, until the prescription of possible legal responsibilities.

Your data may be transferred to third parties such as entities linked to the financial sector

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and bank card processing entities in order to manage the operation of our terminals, as well as to manage the operation of secure customer authentication.

Likewise, your data may be accessed by third party service providers of PECUNPAY, with whom PECUNPAY has formalized the relevant personal data processing agreement, guaranteeing legitimate and secure processing of the same, such as consultancy firms, personal data verification entities, external technological service providers and similar.

In the event that you wish to benefit from offers and promotions to which you have access through the use of our services, your data may be transferred to the entity with which PECUNPAY formalizes the agreement for the offering of the specific offer and/or service that you wish to benefit from. This transfer will be carried out with the aim of enabling you to take advantage of said offer and/or service.

PECUNPAY may verify the information provided by the OWNER, assess their transactions and check their solvency. To this end, it will be authorized to collect, communicate, request and exchange information about the state of your accounts, other solvency files or public registers, with financial institutions, credit assessment and fraud prevention companies, as well as the Bank of Spain. PECUNPAY may consult them periodically. These procedures are necessary for PECUNPAY in order to carry out the relevant consultations in order to comply with its obligation to analyze fraud, prevent money laundering and the financing of terrorism. The OWNER is responsible for the truthfulness and accuracy of all personal data provided to PECUNPAY.

The OWNER may exercise the rights of access, rectification, opposition, suppression, limitation and portability by writing to the PECUNPAY Data Protection Delegate, by post to calle Guzmán el Bueno nº 133, Edificio América, Bajo B, 28003, Madrid; or by e-mail to [datos@pecuniacards.es](mailto:datos@pecuniacards.es).

In the event that he/she considers that his/her rights have not been properly addressed, the OWNER has the right to file a complaint with the Spanish Data Protection Agency.

### **1.11. MONEY-LAUNDERING AND TERRORIST FINANCING PREVENION**

The HOLDER is informed of PECUNPAY's legal obligations regarding the prevention of money laundering and terrorist financing, concerning the identification of the HOLDER and of the real ownership, shareholding, or control structure in the event that the HOLDER is a legal person, economic, professional or business activities, origin of the funds, as well as the requirement to apply the measures of due diligence established from time to time by the legislation in force, including, among others, those relating to the knowledge and continuous monitoring of the business relationship.

Consequently, the OWNER must provide, in due time and form, all the information and documentation that may be required by PECUNPAY from time to time to comply with the obligations.

If the OWNER is a natural person, and unless otherwise stated by the OWNER, the OWNER expressly declares that he/she is acting before PECUNPAY in his/her own name and right, recognizing him/herself, for all purposes, as the REAL OWNER in his/her relationship with PECUNPAY.

For these purposes, in addition, the OWNER expressly accepts to assume the following obligations, authorisations and measures derived from the application of the regulations on the prevention of money laundering and the financing of terrorism:

- a) The OWNER authorizes PECUNPAY to request information on the identity or activity carried out by the OWNER from any public or private entity.
- b) The OWNER must notify PECUNPAY without delay of any change in his or her identification, in the identification of the real ownership, shareholding or control structure, as well as the economic, professional, or business activities carried out.
- c) The HOLDER accepts that, in the event of not duly complying with the requirements made by PECUNPAY to comply with the obligations established for the prevention of money laundering and terrorist financing, or if risks related to the aforementioned regulations are detected, PECUNPAY may block the operation of the card(s) and terminate the contractual relationship between the parties.

## **2. SPECIAL TERMS OF CONTRACT**

### **2.1. CONCEPT**

The PECUNPAY card, in its various forms, (hereinafter referred to as the "card") is a prepaid MASTERCARD or VISA card, which allows the cardholder to obtain professional goods and services in establishments that accept MASTERCARD or VISA cards and have a Point-of-Sale Terminal (POS) device.

This card, also, allows the HOLDER to make purchases over the Internet, provided that the website to which he/she accesses admits this means of payment, in which case, he/she will be subject to the conditions established therein.

Under no circumstances shall the balance of the card accrue interest or any other type of remuneration in favor of the HOLDER.

### **2.2. OWNERSHIP OF THE CARD**

PECUNPAY is the owner of the cards it issues on a personal basis. Its HOLDER will be a natural or legal person, whose identity must be stated on the card itself, except if the product contracted is a gift, instant or virtual card.

### **2.3. CARD ISSUING**

The HOLDER authorizes PECUNPAY to issue a financial card linked to a payment account assigned in the name of the HOLDER, unless the product contracted is a gift, instant or virtual card.

The payment account is linked to the card and other electronic media, so that any transaction carried out through such media will be reflected in the account.

If the cardholder requests additional cards, each card shall be associated with a new payment account. The application by the cardholder for one or more additional cards shall constitute the cardholder's consent to the charges that PECUNPAY may make to his/her payment account because of the transactions and withdrawals made with said additional cards.



## **2.4. VALIDITY OF THE CARDS**

The card shall have a limited validity until the date shown on the card.

Once the form has been completed and the payment has been made, and once it has passed our internal checks within an estimated 10 working days, the user will receive the card.

In the case of card renewal, when the expiry date arrives, the customer will be sent a new card thirty calendar days before the expiry date, applying, in each case, the renewal conditions applicable in the specific conditions of the card.

The renewed card will be issued with a new card number, which will maintain the same relationship with the original payment account and will therefore maintain its conditions of use and available balance on that account.

Without prejudice to the foregoing, PECUNPAY reserves the right to cancel or modify the validity date of the cards during their period of validity, as well as not to renew them when they expire, and the cardholder loses all rights relating to their use.

## **2.5. OPERATIONS**

The card will be used in accordance with the instructions for use established by PECUNPAY in this contract and on its own website, without prejudice to PECUNPAY's right to modify these instructions for use. The modifications will be notified to the OWNER and will be published on the web page corresponding to each product. They shall apply sixty calendar days after their publication, unless expressly indicated in each case.

Each transaction will be registered by PECUNPAY, and the cardholder will be able to access this information through the web page corresponding to each product (section "customer area"), except if the product contracted is a gift, instant or virtual card, in which case the available balance of the card will be provided by the means established by PECUNPAY.



The validity of the disposition made shall be presumed based on the invoice, dataphone receipt, electronic terminals for registration and/or authorisations of transactions, reading of your magnetic band or electronic chip or any other means of identification established in the conditions of use of the card, even when the display of your national identity document, Personal Identification Number or signature is not required. The same consequences shall apply in the case of non-face-to-face sales (Internet).

The actual use of the card will be presumed by the mere recording of the transaction in PECUNPAY's computer files.

The operations carried out by the HOLDER shall be considered authorized when the latter has given consent through any of the channels established for the use of the means of payment contemplated in these general and specific conditions.

## **2.6. CARD LIMITS**

For the use of the card by the HOLDER, the latter may establish a limit on the amount, beyond which it may not be used without express authorization. Likewise, the cardholder may set limits on the use of his/her card, either for each transaction or for specific periods (days, weeks, months, years, etc.).

The maximum total amount of transactions that can be carried out at any given time will be determined by the amount available in the account, as well as by the cash withdrawal limits established at ATMs, the limits for transactions in shops and, likewise, cash withdrawals and deposits through the private network will be limited.

PECUNPAY reserves the right to block the use of a payment instrument for objectively justified reasons related to the security of the payment instrument, suspicion of unauthorized or fraudulent use of the payment instrument.

## **2.7. MONEY ORDERS**

The HOLDER expressly authorizes PECUNPAY to record in the payment account the operations carried out by the HOLDER when the latter has consented to them. It will be understood that the HOLDER has consented to the transaction when it has been carried out through any of the channels provided by PECUNPAY, including any use of his/her card, card number or PIN, without restriction.

The payer may withdraw consent at any time prior to the date of irrevocability referred to in articles 36 and 52 of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent financial measures. However, if the HOLDER does not hold the status of consumer or micro-enterprise under the terms specified in Royal Decree-Law 19/2018, of 23 November, he/she may not withdraw consent.

Likewise, the HOLDERS accept that the payment account can be used as an accounting support to carry out transactions using any means of payment associated with it.

All debits to the account that are duly authorized by the account holders, or are charged to any of them, will be accepted as debits to the account.

When a payment order is not executed or is defectively executed, PECUNPAY shall act in accordance with the provisions of article 60 of Royal Decree-Law 19/2018 of 23 November.

## **2.8. RECHARGES**

The CARD HOLDER must pay, in advance, an amount sufficient to cover the amount to be topped up. Cards may be topped up as many times as desired up to the limit assigned by the cardholder, except if the product contracted is a gift card, instant card or virtual card, in which case only one top-up may be made.

The cardholder can recharge the card through the following channels:

1. On the website corresponding to each product, in the "Customer Area" section, by debiting a financial card.
2. By bank transfer
3. In cash, at the PECUNPAY recharging points.

4. By any other procedure that may be established by PECUNPAY.

## 2.9. CASH DRAWDOWN

The withdrawal of cash from the account shall involve, on one hand, the prior transformation of the electronic money in the account into cash and, on the other hand, the relevant entry in the HOLDER's ~~payment~~ account.

The payment account may not reflect a negative balance derived from the operations carried out by the HOLDER, and therefore the HOLDER shall be obliged to have a sufficient balance for each operation requested.

If for any reason (including, but not limited to, a technical error attributable to PECUNPAY or any of its external providers) the HOLDER has a negative balance in his/her payment account, he/she agrees to immediately recharge the amount required to correct the negative balance. Such amounts are due without prior notice. Failure to do so:

1. PECUNPAY may exercise its right of set-off which will involve the disposal of account balances or any other type of asset in the name of the HOLDER, whether deriving from this contract or from any other legal relationship between the parties.
2. PECUNPAY may initiate a chargeback procedure for any specific transaction that leads to your payment account having a negative balance.
3. PECUNPAY may take debt collection measures including, but not limited to, mandating a debt collection agency or attorneys, or filing the claim in court. PECUNPAY reserves the right to charge OWNER for expenses reasonably incurred in connection with any debt collection or enforcement efforts.
4. If PECUNPAY requests that you complete a Surcharge to correct a negative balance and the Cardholder fails to do so within 7 business days, it authorizes it to initiate a payment transaction for the negative balance (or the equivalent in another currency) on one of your stored Cards or user Bank Accounts.

## 2.10. BALANCE ENQUIRY



The cardholder may consult the available balance of the card on the web page/App corresponding to each product, in the "customer area" section, as well as by the appropriate means when available, except if the contracted product is a gift, instant or virtual card, in which case it is provided by the means made available to the customer by PECUNPAY at any given time.

No merchant or establishment will be able to inform you about the balance on your card.

## **2.11. IDENTITY VERIFICATION**

THE HOLDER agrees to cooperate with all requests made by PECUNPAY or any of its third-party service providers on your behalf in connection with your Account to identify or authenticate your identity or validate your funding sources or transactions. This may include, but is not limited to, requesting additional information that would allow PECUNPAY to reasonably identify you, including requiring you to take steps to confirm ownership of your telephone number or payment instruments or to verify your information against third party databases or through other sources.

PECUNPAY reserves the right to close, suspend or limit access to your Payment Account and/or the Payment Services in the event that it is unable to obtain, verify such Information or fails to comply with your requests as set forth in the preceding paragraph. PECUNPAY may confidentially verify the information provided by the HOLDER or obtain information on or through third parties from secure databases. The OWNER confirms that he/she consents to PECUNPAY or a third party on his/her behalf to carry out such verifications.

THE HOLDER must ensure that the information in their account is always accurate and up to date. If at any time PECUNPAY believes that your information is out of date or inaccurate, you may contact the HOLDER and request more information or request that you go through the verification process again. PECUNPAY will not be liable for any loss arising from your failure to keep the information up to date.

## **2.12. MINORS OR PERSONS WITH LIMITED CAPACITY TO ACT**

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Minors, persons under guardianship and, in general, persons with limited capacity to act, must state this circumstance and, in turn, show the documentation authorizing them to obtain the card.

PECUNPAY shall not be liable for failure to comply with this obligation to the extent that it has observed the legally required precautions to verify the identity and circumstances of the HOLDER.

### **2.13. USE ABROAD**

For the debiting of sums derived from the use of the card abroad, the exchange rate to euros will be applied to the currency of the country of origin of the transaction corresponding to the day on which PECUNPAY has paid the amount of the transaction.

The exchange rate to euros on the currency will be increased by the commissions that PECUNPAY has established for operations carried out abroad.

The HOLDER shall be subject to the legislation in force regulating the limits set by the competent monetary authorities for expenditure abroad, as well as the exchange control regime and the declarations that he/she is obliged to make. The HOLDER shall be liable for non-compliance with said regulations, and PECUNPAY shall not be held liable in any way whatsoever. The expenses incurred, where applicable, must be justified by the HOLDER before the authorities that require it, and PECUNPAY shall not be held responsible for non-compliance by the HOLDER.

### **2.14. PERSONAL IDENTIFICATION NUMBER (PIN)**

When issuing the card, PECUNPAY will provide a Personal Identification Number (PIN), which the cardholder can modify if necessary and which will be required for any use of the card by the supplier of the goods or service, to prove that he/she is the legitimate cardholder.

This PIN will be requested by the HOLDER through the web page/App corresponding to each product, in the "customer area" section, except when the contracted product is a gift, instant or virtual card, in which case, it will be provided through the channels that

PECUNPAY makes available to the customer in each case.

If the unique identifier provided by the Payment Service User is incorrect, the provider shall not be liable for the non-execution or defective execution of the payment transaction.

## **2.15. OBLIGATIONS OF THE HOLDER**

The OWNER undertakes to:

- a) To comply with the conditions of use stipulated in this contract and, in general, to use the payment instrument in accordance with the conditions governing its issue and use.
- b) To accept as proof of the operations listed above, whether they are carried out by the OWNER or by third parties, with or without authorization from the OWNER.
- c) Immediately inform PECUNPAY of any irregularity in the records of transactions that appear to have been carried out with the card.
- d) Responsible for the veracity and keeping your data up to date.
- e) Comply, in due time and form, with the requirements made by PECUNPAY.
- f) Sign the card immediately if there is a space provided for this purpose.
- g) Ensure the security of the use and disposal of the card, in particular the secrecy of the Personal Identification Number and, in general, any personalized security credentials.
- h) Notify PECUNPAY immediately of the loss, misplacement, theft, misappropriation, or falsification of the card via the telephone numbers on the card itself.
- i) Destroy or hand over to PECUNPAY the expired or replaced card.

## **2.16. PECUNPAY'S OBLIGATIONS**

PECUNPAY undertakes to:

- a) Cancel expired cards, as well as those reported as destroyed, stolen or lost.
- b) Keep the Personal Identification Number secret.

- c) To inform cardholders of the operation of the card, the status of their accounts and statements, the movements made using the card and to resolve any queries they may have.
- d) Refrain from sending payment instruments that have not been requested, except in cases where a payment instrument already delivered to the Payment Service User needs to be replaced.

This substitution may be based on the incorporation into the payment instrument of new functionalities, not expressly requested by the HOLDER. This substitution shall be made free of charge for the HOLDER.

- e) Ensure that adequate and free of charge means are always available to enable the Payment Service User to report the loss, theft, misappropriation, or unauthorized use of the payment instrument.
- f) Ensure that adequate means are always available, free of charge, to allow the Payment Service User to request the unblocking or replacement of the payment instrument, if the reasons for blocking its use have ceased to exist.
- g) Prevent any use of the payment instrument once the user has notified it of the loss, theft or unauthorized use of the payment instrument.

## **2.17. EXEMPTION FROM LIABILITY**

PECUNPAY shall be exempt from liability regarding those transactions which, although against the orderer's will, have been carried out because of an order received by PECUNPAY for the authentication of which the established security requirements have been met.

The use of the PIN by a person other than the OWNER presupposes gross negligence or, where applicable, fraud on the part of the OWNER.

PECUNPAY, without prejudice to adopting the measures it deems appropriate, is exempt from liability in the event of a lack of attention to your card by any of the businesses, banks and savings banks involved in the sale of goods or provision of services, or due to technical or operational incidents at ATMs.





PECUNPAY shall also remain unaffected by any incidents and liabilities that may arise from the transaction carried out between the establishment and the cardholder.

PECUNPAY excludes the Visa Global Zero Liability Policy from the scope of its application, submitting itself to the European regulations in force on the matter.

The payer's liability regime shall apply in the event of unauthorized payment transactions that, in each case, is regulated by the applicable legislation on the matter. Specifically, the HOLDER who does not hold the status of consumer or micro-enterprise under the terms established in Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters, shall be obliged to bear the losses arising from unauthorized payment transactions resulting from the use of the payment instrument lost, stolen or misappropriated by a third party, as long as the loss, theft or misappropriation of the payment instrument is not communicated to PECUNPAY.

Finally, PECUNPAY accounts may only be used to deposit balances in euros. Under no circumstances will it be possible to deposit cryptocurrencies, and PECUNPAY shall be exempt from any type of liability related to the same.

## **2.18. REFUND**

PECUNPAY will reimburse, at any time, exclusively at the request of the HOLDER, the monetary value stored in his/her payment account. In any case, the HOLDER must send PECUNPAY a request for reimbursement together with the original of the card through the channels provided for this purpose.

By default, the electronic money will be reimbursed by issuing a new electronic money card, in accordance with the commission rate approved by PECUNPAY, in the name of the HOLDER, unless the latter indicates otherwise, in which case the HOLDER will assume the expenses generated because of the reimbursement and the commissions accrued.

If the HOLDER requests a refund, and this is not made by issuing a new card, the issuer will receive a fee for the refund reflected in the specific conditions of each product, as well as any type of expenses generated because of the processing and execution of the refund. The issuer may only charge these fees when the contract determines a termination date, and the cardholder has terminated the contract prior to that date.



Without prejudice to the foregoing, the payer shall have no right of reimbursement where:

- a) the payer has given his consent to execute the payment transaction directly to the payment service provider; and
- b) the payment service provider or the payee has provided or made available to the payer, in the agreed form, information relating to the future payment transaction at least four weeks before the due date.

In addition, PECUNPAY will be excluded in the case of unauthorised payment transactions, if the payment instrument is used anonymously or the payment service provider is unable, for other reasons intrinsic to the payment instrument itself, to prove that the payment transaction has been authorised, following the provisions of Article 34.2.a) of Law 19/2018.

Furthermore, PECUNPAY would not have to prove, in these cases, that the payments made, have been made by an authentic order, if the payment instrument is used anonymously or the payment service provider is unable, for other reasons intrinsic to the payment instrument itself, to prove that the payment transaction has been authorised, as determined in Article 34.2.b) of Law 19/ 2018.

## **2.19. STATEMENTS AND MOVEMENTS CONSULTATION**

PECUNPAY is exclusively responsible for the truthfulness and accuracy of the information regarding the account statements managed by it and never for the information that any other company or third party outside PECUNPAY may provide to the HOLDER, by any means, in the event of discrepancies in the information requested.

## **3. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be interpreted and fulfilled in its own terms and, where not provided for, shall be governed by Spanish legislation on the matter, and the obligations and responsibilities of the parties shall be adjusted to the same.

The parties submit to the jurisdiction of the Courts and Tribunals of the city of Madrid

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for any matter relating to the interpretation, fulfilment, or execution of this Contract, expressly waiving any other jurisdiction that may correspond to them, unless the OWNER is a consumer, in which case the rules on the determination of competition regulated in the legislation in force shall apply.

And in witness whereof, the parties hereto have signed this Electronic Money Services Agreement.