

General Terms and Conditions

Date of issue: May 6, 2019

Karta Rabatowa Mastercard® prepaid card (the “**Card**”) and the additional services specified herein (together with the Card, referred to hereafter as the “**Services**”) are developed for NEOINVEST SP. Z O.O. – a company registered in Poland (company number: 70105775177), having its registered office at Aleje Jerozolimskie 85/21 and provided by DiPocket Limited under its licenses. Unless indicated otherwise, any action attributed or directed to Karta Rabatowe or Discontu hereto shall be construed as, respectively, performed by or directed to DiPocket Limited.

These terms and conditions (“**General Terms and Conditions**”), the Card Terms and Conditions – if they were attached to or distributed with the Card (“**Card Terms and Conditions**”), the Tariff Table (“**Tariff Table**”) and the Limits Table (“**Limits Table**”), together referred to as the Agreement (“**Agreement**”), are applicable upon your acceptance of the Agreement. In case of any contradiction between the General Terms and Conditions and the Card Terms and Conditions, the Card Terms and Conditions shall prevail.

You may access a copy of the Agreement at any time by visiting dipocket.org/legal (“**Website**”).

DiPocket Limited (“DiPocket”) is a Financial Institution authorized and regulated by the Financial Conduct Authority, which is located at: 12 Endeavour Square, London E20 1JN 5HS, United Kingdom. It operates on the basis of the E-Money License (Firm Reference Number 900439) issued in the United Kingdom and passported across the European Union pursuant to the Electronic Money Directive 2009/110/EC. DiPocket’s registered address is: 532 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS, United Kingdom.

As an E-Money Institution DiPocket can receive and hold customer funds and process payments upon a customer’s request. DiPocket holds customer funds in segregated accounts held with highly rated European banks, meaning customer funds are segregated from DiPocket’s own funds. However, funds entrusted by clients to DiPocket are not covered by the Financial Services Compensation Scheme (FSCS).

DiPocket is a Principal Member of Mastercard Inc.

The Agreement is governed by English law (and the same law will apply to establishing our relationship). Any legal terms implied by law will also apply to the Agreement. Any dispute arising out of the Agreement between you and DiPocket (“the Parties”), which we are unable to resolve to the Parties’ joint satisfaction through our complaint procedure, shall be settled by the Courts of England and Wales.

The language we use for all our communications is English.

Registering as a Customer (the “**Customer**”)

To register as a Customer and open your personal account with Discontu (the “**Account**”) you must be aged at least 18 and have your residential address in the EU. Registering under the responsibility of a legal Supervisor – such as a parent or a legal guardian - may also qualify you to register as a Customer, when this option is available to you during the registration process.

The Supervisor must explicitly confirm their acceptance of the Supervisor role and agree to monitor the Account to ensure that the supervised user (the “**Supervised User**”) is complying with its obligations under the Agreement. The Supervisor must agree to the terms and conditions applicable to supervision and must guarantee the Supervised User’s obligations under the Agreement as part of the role confirmation process. By accepting the terms and conditions applicable to supervision, the Supervisor expressly confirms and agrees to be liable for the actions of the Supervised User to the extent permitted by law, and agrees that we may rely on the direct liability of the Supervisor for the use of the Card and associated Accounts by the Supervised User even if the use was in contravention of the Supervisor’s instructions. If the Supervised User orders a Card, the Card will be deemed to have been ordered on request of the Supervisor. In addition, the Supervisor expressly confirms its consent for us to collect, process and store the Supervised User’s Information. If the Supervisor does not accept such terms and/or guarantee they will not be confirmed as a Supervisor and the Supervised User’s Account will not be activated. There can only be one Supervisor per Customer aged under 18 at any point in time, but a Supervisor can supervise several Supervised Users. We may accept as Supervisors users who are not EEA residents. We take no responsibility for the use or misuse of the Card by Supervised Users and it is the responsibility of the Supervisor to monitor and prevent inappropriate or illegal use.

We offer two levels of registration:

- Full Registration – provided we receive suitable and verifiable evidence of your identity, you will be able to use the full functionality and limit of your Card and Account,
- Basic Registration – when we receive suitable evidence of your identity but are unable to verify it, limited functionality will be activated allowing you to make certain payments and to use the Card up to an annual limit determined from time to time in accordance with regulatory requirements – the current limit being the currency equivalent of EUR 2,500 per Customer.

You can upgrade from Basic Registration to Full Registration at any time by providing additional information as we may require. For further details consult the applicable Limits Table available on the Website.

If you received or requested the Card from a third party provider to whom you have provided the information required to register as a Customer, and the consent to share such information with us, you may be already registered upon receiving the Card. By setting up the Personalised Security Features (defined below) and using the Card, you confirm your intent to register as a Customer and your agreement with the terms of the Agreement.

By law, we must check your identity prior to registering you as a Customer, and we do this based on the information you provide to us during the registration process.

If we are unable to confirm your identity and/or any relevant registration information based on the information provided, we are entitled to ask for any further evidence of your identity, including but not limited to scans of identification documents and proof of address, and to ask you to hold a short live phone interaction with our operators and/or carry out such further checks as it deems necessary to establish your identity. If we are unable to do this, we may refuse to enable the extra functionality reserved to registered Customers and/or inform the appropriate authorities without your knowledge or consent.

If you give us false or inaccurate information and/or we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information. The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies across borders. We may also block or cancel your Card and terminate the Agreement.

Not all types of Card are eligible for registration while registration is required to activate certain Cards. To find out whether your Card entitles you or requires you to register as a Customer please consult your Card Terms and Conditions or contact our Customer Service team using one of the options indicated on the Website.

Personal Information

We carefully safeguard the information we hold about you, including your personal data (the “**Personal Information**”) and, in particular, we are responsible for the security of sensitive cardholder data we process and transmit on your behalf, such as PAN, expiration date, and CVV. DiPocket UK is the data controller of your Personal Information that you provide to us. If you wish to contact your data controller in all matters related to the processing of your Personal Information, please contact our Data Protection Officer at DPO@dipocket.org.

Your Personal Information will be processed for the purposes described in the Agreement (including to provide you with the Services) and for the purposes determined by law (including tax and accounting purposes). You have right of access to your Personal Information and you can correct (rectify) that Personal Information at any time.

We mainly process the Personal Information which you provided to us during the registration process. The provision of this Personal Information is both a statutory requirement and necessary for us to enter into the Agreement. Providing your Personal Information to us is voluntary. If you do not provide us with the necessary information and documents, we will not be allowed to perform the Services. You have a right to ask us or anyone who processes your Personal Information on our behalf to restrict processing or to erase your Personal Information, and we will consider your request in the light of our legitimate interests. Where a request to erase Personal Information is received on behalf of a minor, we will take extra care to consider the impact on them of any decision we make.

You also have a right to object to the processing of your Personal Information, unless it is processed based on public interest or our legitimate interests. Furthermore, you may also ask us to provide your Personal Information in machine-readable form back to you, for onward sharing with another data controller or to provide this data to a third party for their use, at your direction.

Where you have given us your explicit consent for the processing of Personal Information, you also have the right to withdraw this consent at any time. However, such withdrawal will not affect the lawfulness of the processing carried out before the

withdrawal was submitted.

If you feel your rights and freedoms in relation to processing your Personal Information have been infringed in any way, please let us know so that we can attempt to resolve the issue. The Personal Information also comes from your usage of the Card, including information about payments you make or receive, and from your other interactions with us, for example through social media, and, if it is compliant with the applicable law, from third parties such as credit reference agencies (who may check the Personal Information against other databases – public or private – to which they have access) or fraud prevention agencies.

Subject to your consent, we may also monitor or record telephone calls between you and us or capture images or video recordings during our interactions. We will use these recordings for risk management and fraud prevention purposes, to check your instructions to us, and for training and quality purposes.

If you give us Personal Information about other people which we use to provide the Services, then you confirm that (i) you know they agree to our holding and use of that data or that you are otherwise allowed to give us this Information and consent on their behalf to our holding and use of it, as well as (ii) you provided such other people with all the Information regarding the processing of personal data as required under the applicable law.

If you cancel or we decline your registration or you decide not to go ahead with it, we will keep the Personal Information for as long as we are allowed to under applicable law and for legitimate business purposes, to help prevent fraud and other financial crime, and for other legal and regulatory reasons.

If the Personal Information is no longer required for the abovementioned reasons, they are regularly deleted, unless their further processing (for a limited time) is necessary for the following purposes:

- Compliance with retention periods under commercial, banking and tax law;
- Preservation of evidence within the scope of statutes of limitations.

If you wish to obtain a confirmation as to whether or not Personal Information concerning you are being processed by us, you can request a free copy of such personal data undergoing processing in electronic form.

How we use the Personal Information

We use the Personal Information for security, identity verification, to communicate with you and to comply with the law.

Specifically, if it is compliant under the applicable law, we and other DiPocket Group companies may use the Personal Information to pursue our legitimate interests, e.g.:

- carry out regulatory checks and meet our obligations to our regulators,
- prevent and detect fraud, money laundering and other crime (such as identity theft),
- tell you about products and services which may be of interest to you (direct marketing),
- develop and improve our Services through assessment and analysis of the Personal Information including credit and/or behavioural scoring, market and product analysis, and market research.

We will never pass the Personal Information to a third party for them to use in their own direct marketing without your consent.

Who we can share the Personal Information with

We will keep the Personal Information confidential but we may share it with other entities (who are also bound to keep it secure and confidential) if we have a duty to disclose it, if it is required for the provision of our Services to you, or for legitimate purposes including business purposes and where your rights or freedoms are not infringed. Where we rely upon 'legitimate purposes' as a justification for our processing of the Personal Information, we will carry out an assessment, called a 'Legitimate Interests Assessment' and keep a record of it.

In particular, if this is compliant with applicable law, we may share the Personal Information with:

- other DiPocket Group companies,
- our service providers and agents (including their sub-contractors),
- payment-processing service providers and others that help us process your payments and/or provide our Services to you,
- anyone to whom we transfer or may transfer our rights and duties in the Agreement,

- UK and overseas regulators and authorities in connection with their duties (such as crime prevention),
- fraud prevention agencies. In particular, we will always tell fraud prevention agencies if you give us false or fraudulent information. They will also allow other organisations (in the UK, Poland or other countries), including law enforcement agencies, to access this information to prevent and detect fraud, money laundering or other crimes. You can write to us at MLRO@dipocket.org for the details of the fraud prevention agencies with which we share the Information,
- credit reference agencies. Credit reference agencies may use the Information to undertake statistical analysis, testing and development to enhance their existing and future products and services. Credit reference agencies will keep a record of our enquiries, which may also be used by other organisations to make decisions about you. In order not to affect your ability to obtain credit, we will only make unrecorded enquiries, unless you confirm to us explicitly that you would like to apply for a credit through or from us. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit;
- any third party after a restructure, sale or acquisition of any DiPocket Group company, provided that they use the Personal Information for the same purposes as it was originally given to us and/or processed by us.

Transfer of Personal Information

We may process the Personal Information abroad, within or outside the European Union, provided we comply with the applicable laws and regulations and under the supervision of the FCA. Where we are sharing the Personal Information with organisations in another country (including outside of the EEA), we will ensure they agree to apply equivalent levels of protection as we do (for this purpose, we will take the necessary legal steps to ensure that such transfer is compliant with the law). If this is not possible – for example because we are required by law to disclose the Personal Information – we will ensure the sharing of the Personal Information is lawful.

Requirement to update your Personal Information

To comply with the law and for your own security, it is essential that you keep us informed of changes to your contact, personal details or any other important changes that are relevant to us (for example residential address, mobile phone number, email address) as applicable to your Account.

Using the Card

The Card is a Mastercard® prepaid bearer debit card. It is valid until its expiry date, which is visible on the front of the Card – or on the Card image accessible online for virtual cards and payment bands.

To activate plastic cards please follow the instructions provided with the Card. Also, you must:

- not allow anyone else to use your Card,
- not reveal your PIN or SecureCode,
- not write down your PIN, unless you do this in a way that would make it impossible for anyone else to recognise it,
- only release the Card, card number, PIN or SecureCode to make (or try to make) a transaction with a merchant or ATM displaying the Mastercard® Acceptance Mark.

You can use it at all locations that display the Mastercard Acceptance Mark: for purchases in physical stores – including contactless, and at automated teller machines (“ATM”) for cash withdrawals as well as for online and telephone purchases. You can also enrol it in Google Pay. It allows you to receive cash-back when making purchases in physical stores, however it cannot be used for other cash transactions such as withdrawing cash from a bank and purchasing traveller’s cheques or foreign exchange from a bureau de change. Limits and fees apply.

The Card is automatically registered for Mastercard SecureCode (the “SecureCode”), to enhance security. When using your Card for online purchases, you may be required to enter on the merchant site a code that will be sent to your mobile phone number. You can find more information on SecureCode at: <http://www.mastercard.us/en-us/consumers/payment-technologies/securecode.html>.

In so far as this is not a result of our negligence, we will not be responsible nor liable for a retailer’s failure to or delay in accepting your Card nor for an ATM failing to issue cash. In these circumstances, we will not be liable for the way in which you are told about any refusal or delay.

All transactions require authorisation. Authorisation is also your instruction for us to carry out a transaction. We will not normally authorise a transaction if the balance on your Card is insufficient to cover the transaction and any related transaction

fee. If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on your Card (the "Shortfall"), we will seek reimbursement of the Shortfall from you immediately. You may ask us to provide you with information about transactions for up to 5 years from the date of the transaction.

For a contactless transaction:

- (a) below the limit applicable in the country where you are using the Card ("**Contactless Limit**"), a transaction is deemed authorized upon transmission of the details of the Card that are required to execute the transaction, by placing the Card in the proximity of the device that allows for reading the data saved in the Card contactless module; and
- (b) In excess of the Contactless Limit, the transaction is deemed authorized by entry of the PIN number on the acceptance terminal. Please note that in certain countries contactless transactions with PIN are not available, and you may have to insert the Card in the payment device to authorize it with the PIN.

In so far as this is not a result of our negligence, we are not obligated to authorise a transaction where a system problem occurs or events outside our reasonable control arise. In addition to that we are not obligated to authorise a transaction where we are concerned about misuse of your Card. We shall not be liable to you when a transaction is not authorised in these circumstances and/or if we cancel or suspend use of your Card.

If your Card is lost or stolen, or someone else finds out the PIN, or if you think your Card, card number, or PIN may be misused, you must:

- block the Card immediately calling us on +44 203 807 2000 (we have a 24 hour service) so that we can block your Card,
- stop using the Card, card number or PIN immediately.

We will block or restrict your Card or PIN on justified grounds relating to:

- the security of your Card, card number or PIN,
- the suspected unauthorised or fraudulent use of your Card or PIN. We will, if possible, inform you before blocking, or restricting your Card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so, then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so,
- situations where it is not possible for the supplier to obtain online authorisation to confirm that you have sufficient balance for the transaction. For example: transactions on certain trains, ships, and some in-flight purchases, and
- purchases at service stations when the merchant verifies your PIN with us without providing the final amount of your purchase.

A Card transaction will be regarded as authorised by you when you authorise the transaction by following the instructions provided by the merchant, retailer or ATM, which may include:

- entering your PIN or providing your SecureCode,
- providing the Card details and/or any other details as requested,
- waving or swiping the Card over a card reader for the purpose of making a payment.

When we suspect there may be an attempt to use your Card fraudulently, we may ask you to confirm a transaction prior to or after authorising it.

Authorisation for a transaction may not be withdrawn or revoked by you.

You may demand from us the return of the amount of an authorized transaction initiated by or via the recipient, if such transaction was already executed while:

- (a) the amount of the transaction was not determined precisely when it was being authorized; and
- (b) the amount of the transaction is higher than the amount you could expect, taking account of the type and value of previous transactions, provisions of the Agreement and any significant circumstances of the case.

You may request such refund within 8 weeks from the date of the transaction.

Transferring money to the Card

If you register as a Customer, subject to eligibility for the Card type you hold we offer several options to top-up your Card, which may include transfers from cards issued by other banks, bank transfers in selected currencies and cash deposits in selected locations. For details please consult the applicable Limits Table available on the Website or provided to you with the Card.

In all cases funds will be credited to your Card in the amount equal to the amount transferred/deposited, net of applicable fees as specified in the Card Terms and Conditions.

We endeavour to load your Card as soon as we are aware that money has been transferred to it. We will credit transfers from another card executed via our systems instantaneously, and incoming bank transfers and cash deposits as soon as we can and not later than on end of the day we receive it on your behalf, if it is a working day, or in the morning of the next working day if we receive the money during a bank holiday in the United Kingdom.

Using the Card in foreign currencies

If you make a payment with your Card in a currency different from the currency of the Card, the amounts will be converted by Mastercard on the date they process the transaction, using the exchange rate they use for all such currency conversions. This means the rate of exchange may differ from the rate on the date you made the card payment, if the payment is processed by the card scheme after that date. The foreign exchange rate used by Mastercard can be found on <https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>. We also charge a fee based on the payment amount, as shown in the Tariff Table.

Card terminals may offer you the option of seeing the payment amount or withdrawal in the currency of your Card or in a currency other than the cash withdrawal or purchase currency, and allow you to choose to pay that amount in that currency. The exchange rate used for this will generally be provided by the operator of the terminal or ATM, so it won't be under our control and won't be covered by our Tariff Table. Please check the exchange rate at the ATM, the terminal or with the respective operator before authorizing the transaction.

Using Discontu App (the "App")

The App is the most convenient and secure tool to manage your Account and provides our full functionality – including but not limited to several ways to send and receive money and to open e-money wallets. You may link your Card to the App and/or you may order a Card through it.

Before using the App you must download it to your mobile phone. the App is currently available on compatible smartphones running Android 5.0 or higher or iOS 9.0 or higher. We may change the version of the operating systems the App works with at any time. Some features may not be available on all platforms or operating systems. It is your responsibility to:

- ensure you comply with any local restrictions on downloading, using or otherwise exporting the App,
- not download the App from anywhere other than the official store of your OS provider or install or use it on a jail-broken or rooted device,
- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the App or Android, iOS or other operating systems.

If you use functionality in the App which accesses information on your device (for example to upload content), you consent to the App accessing your device and information in the manner described in the General Terms and Conditions. Please be aware that the App will only access your personal data when and to the extent it is crucial to use functionality in the App. To use the App you may incur charges from your mobile or data service provider depending on your tariff.

The App may utilise or include third party software and copyrighted material or may be subject to third party or other open source licenses.

If you log into your Account using a mobile device, push notifications related to your Account will continue to be directed to that mobile device until you log into your Account from another device.

Some Services may not be available in your country and their inclusion in the Agreement shall not be construed as our obligation to provide the Services. However after any of the Services is made available to you, we can only withdraw it abiding by the rules for "Changes to the General Terms and Conditions" outlined below.

From time to time updates to the App may be issued via Apple’s App Store, Google Play or other application stores the App is available from. Depending on the update, you may not be able to use the App until you have downloaded its latest version and accepted any new terms.

Sub-accounts and Cards

In addition to your Main Account, you may elect to hold several sub-accounts in the App (the “**Sub-accounts**”) in a choice of currencies. The list of available currencies is available in the App when opening the Sub-account.

For each Sub-account in select currencies, you may elect to request additional Cards– either virtual (i.e. the Card details are available only electronically and the Card cannot be used in physical acceptance networks such as merchant POS or ATMs) or physical. For each Sub-account you may hold both a virtual and a physical Card.

The App includes an optional Spend Control functionality enabling you to individually control the acceptance parameters and limits of a Card. When available and activated, it allows you to enable and disable at your discretion and with immediate effect the acceptance of a Card by channel (e.g. at ATM, POS, e-commerce), by country (e.g. restricting usage abroad) and by merchant category. It also enables you to reduce spend limits.

Shared Sub-accounts

You can share your Sub-accounts (except for your Main Sub-account) with one or more other Customers by sending an invitation through the App. In such case:

- the invitation applies to the specific Sub-account for which it is sent, not to all your Sub-accounts,
- if you invite another Customer or are invited by one to share a Sub-account, you agree that all funds and other functionality related to that Sub-account can be used independently by you and any other individual who is sharing that Sub-account (i.e. we can accept instructions from any individual customer who shares that Sub-account),
- any customer sharing a Sub-account – except for the original owner of the Sub-account – can at any time terminate their connection with that Sub-account,
- the original owner of the Sub-account can unilaterally, at any time, terminate the connection of other customers with that Sub-account,
- if a customer sharing a Sub-account – except for the original owner of the Sub-account – becomes bankrupt, or undergoes any other analogous process, their connection with that Sub-account will be terminated,
- if the original owner of the Sub-account becomes bankrupt, or undergoes any other analogous process, all other customers’ connection with that Sub-account will be terminated,
- by using the Shared Sub-account functionality you confirm your understanding of its functionality and hold us harmless from any dispute you may have with other customers sharing the Sub-account.

Supervised Users’ Accounts are shared with the Supervisor and cannot be shared with anyone else. A Supervisor can, at any time, withdraw all funds available on the Supervised Accounts and terminate supervision, with the result that the Supervised User will no longer be able to use his/her Account and Cards.

When a Supervised User reaches the age of 18, he/she will be requested to accept once more the General Terms and Conditions and his/her Supervised Accounts will be automatically unshared.

Execution of non-Card payments via the App

To keep your money safe, and to avoid mistakes, we will only execute payment instructions if we think they are correct, complete and come from you:

- correct: unless an instruction is obviously wrong, we will assume you’ve given us the right information. In particular, we will assume the recipient account number or phone number you have given is correct,
- complete: we will not attempt to process incomplete instructions,
- come from you: we will think an instruction has come from you if it was made via the App under your credentials or if your Card, PIN and/or password were used.

We will follow your instructions to make a payment from your Account whenever we can under the applicable law, provided:

- you have the money in your Account to cover the payment at the moment of initiating the payment,
- you fill in all required fields in the App. These fields are dependent on the specific type of payment you are trying to make and are clearly visible on the relevant screens, and

- the payment is above the minimum and below the maximum amount, as specified in the Limits Table.

Fulfilment of these three conditions constitutes an instruction (the “**Instruction**”).

Failure to fulfil any of the conditions in full in respect of a payment transaction will result in the Instruction being deemed incomplete and we will not be required to comply with it.

If you do not have enough money to cover the payment, then we won’t be able to carry out the Instruction (unless the payment is one we’ve guaranteed to make). If you have enough money to cover the payment but not the applicable payment fee, we may – at our sole discretion – carry out the Instruction.

For payments through the interbank payments systems, we will forward your Instruction to the relevant partner bank as soon as practical – i.e. online when possible and not later than 14:00 CET if the Instruction is received during a working day by 12:00 CET, or 10:30 CET of the next working day if the Instruction is received during a working day after 12:00 CET, or during a weekend or a bank holiday in the country of the relevant partner bank. Our selected partner bank will then process it as it is customary for the particular type of payment (normally 1 day for domestic payments, 1 day for SEPA payments and up to 4 days for SWIFT payments). If currency conversion is involved, we always seek the fastest execution terms but, depending on the currency, this may be as long as two working days and additional time may be needed to transfer funds to and from our FX provider. Once an Instruction is received, it can no longer be cancelled by you.

For payments between Customers, we will transfer the money immediately, with the following caveats:

- if a currency conversion is involved, it may delay receipt of the payment by up to two working days,
- if the recipient has not yet accepted a payment from you, the transfer will be initiated immediately and the relevant amount will be blocked on your Account but will not be available to the recipient until he/she accepts it. If the recipient does not accept the transfer within 7 days, the amount will be unblocked and become available on your Account,
- if the recipient does not hold a Sub-account in the currency of the funds, we will wait for his/her instructions to convert the funds to a currency in which he or she holds a Sub-account or to open a Sub-account in the currency of the funds,
- if the recipient is not yet a Customer, the transfer will be initiated immediately, the relevant amount will be blocked on your Account and he/she will be notified of the availability of your payment via an SMS to the mobile number you have instructed us to transfer the money to. If the recipient does not register as a Customer and accept the transfer within 7 days, the amount will be unblocked and become available on your Account.

If you have provided us with a complete Instruction we deemed to be valid but have mistakenly made a payment to another Customer, it remains a matter between you and the recipient and we will not take part or be a party to an ensuing dispute.

You are responsible if you mistakenly instruct us to make the same payment more than once.

Payments into your Account

We will credit an incoming payment to your Account not later than at the end of the day we receive it on your behalf, if it is a working day, or in the morning of the next working day if we receive the money during a bank holiday.

Payments from other Customers will be credited immediately if you have previously accepted a payment from the same sender, otherwise will be available to you immediately after your acceptance. If you do not accept a payment within 7 days from receiving it, the money will be sent back to the sender.

If you do not hold a Sub-account in the currency of the payment, we will wait for your instructions to convert the funds to a currency you hold a Sub-account in or to open a Sub-account for you in that currency (if we offer such currency).

If you use a card issued by another bank to fund your Account, we may wait until we have received the funds before making them available to you. Should you initiate any card scheme mechanism to recover money used to fund your Account, we reserve the right to investigate the matter and, where appropriate, challenge any recovery attempt. We are entitled to share such information with the card scheme about you, your Account and any payment transactions as we consider appropriate for challenging the claim.

For the avoidance of doubt, you will not be able to pay cheques on your Account. Cash deposits may be available in certain countries and currencies. You should inquire about the availability of cash deposits with our Customer Service team if you are interested in using such service.

Currency conversion

We offer online currency conversion functionality during market trading hours (i.e. uninterrupted except for weekends and bank holidays). The current list of available currencies is accessible when selecting the currency of the beneficiary account.

When you choose a payment involving currency conversion, we will show you the actual exchange rate that we will apply to your conversion. During market trading hours we update applicable exchange rates online while, outside trading hours and during systems outages, we apply the last exchange rate available in our systems at that time. Notwithstanding the above and depending on market conditions, we reserve the right not to provide currency conversion services outside market trading hours, during systems outages or during periods of high currency volatility.

When you try to make a payment in a currency other than your default currency, if you hold a Sub-account in that currency with enough funds to make the payment we will propose you to use it rather than to exchange the currency.

If money is credited to you by mistake

Sometimes a payment may be recalled by the bank that made it (for example, because it was fraudulent), and sometimes a payment goes into your Account by mistake. This happens rarely, but please tell us straight away if money appears unexpectedly on your Account.

To make things right, we can take the payment back out of your Account – even if we have allowed you to make a payment or to take cash out against it.

Keeping your Card and Account safe

You must keep safe at all time your Card details – including PAN (the 16 digits number displayed on the front of the Card), expiry date, CVV (the 3 digits number, displayed on the back of the Card), PIN (Personal Identification Number), and any passwords and devices you use to access security details of the Card and/or Account by any method (together the “**Personalised Security Features**”). This also includes any Card details in e-wallets, on retailer’s websites or on devices such as mobile phones. If you have registered a Card on a device or within an e-wallet this will include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device. Please note that not all Personalized Security Features may be applicable to your Card.

We will never contact you to request any of your Personalised Security Features and we will not ask anyone else to do so on our behalf. If you receive such a request it is likely to be fraudulent and you must not supply any of your Personalised Security Features in any circumstances. You should report any such activity to us immediately. Treat emails received from senders claiming to be us with caution and be wary of emails asking you for any Personalised Security Features.

When you call us we may need to identify you, depending on the nature of your query. We may do this by asking for certain information (such as answers to questions) known only to you and requesting random digits of certain passcodes or passwords, but we would never ask you for a full PIN or passcode. You must not give these to anyone who asks for them, even if that person appears to be an official.

You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with your Card. Any disputes about purchases or payments made with the Card must be settled with the goods or service provider concerned.

If you become aware of the loss, theft or misappropriation of your Card or of its unauthorized use, call us straight away on +44 203 807 2000.

Balance and statements

To view your available balance and transaction history please visit the Website or use the App, if available. By accepting the General Terms and Conditions you specifically agree not to receive paper statements.

Upon your request DiPocket will provide additional statements and/or transaction records, on paper or otherwise.

Redemption of funds

You may ask us to transfer back the sums belonging to you and held on your Account (the “Funds”) up to five years after closing your Account. The Funds will be transferred to the bank account indicated by you on the same working day. For the first twelve months after closing the account, there is no cost to you for transferring the Funds back if your bank account is in the Account currency and is held in the country where such currency is legal tender, within the SEPA region. After 12 months from closing the Account, or in case an international bank transfers is required, fees may apply, as indicated in the Tariff Table. The aforementioned rule on transferring back the Funds applies to the redemption of electronic money issued to you by DiPocket.

If something goes wrong

If you suffer loss because of an unauthorised transaction occurring as a result of:

- the use of a lost or stolen Card; or
- where you have failed to keep safe the Personalised Security Features and,

you failed to tell us about the loss of your Card or compromising of your Security Details, the most you will have to pay is GBP 35 for each instance of loss, theft or misappropriation, converted to Card or Account currency using the average Bank of England exchange rate on the day of the conversion if the Card is not issued in GBP.

Where you have either deliberately or with gross negligence:

- failed to keep your Security Details safe, or
- failed to tell us as soon as possible that you have lost your Card (especially if you think someone else might have been able to find it),

the above limitation of liability to GBP 35 will not apply to any loss incurred prior to notifying us of the issue.

If we can show that you have acted fraudulently in incurring a loss as a result of an unauthorised transaction, you may not benefit from any of the liability limitations set out above.

You have 13 months to notify us of an unauthorised, non-executed or incorrectly executed transaction. Provided you notify us within this timeframe and the payment was unauthorised, non-executed or incorrectly executed, we will immediately, as appropriate and in accordance with our regulatory obligations, refund the amount of the transaction to your Account. In case of errors or disputes about transactions, contact us via dipocket.org/en/contact or call us straight away on +44 203 807 2000.

If your Card is used without your permission, or is lost, stolen or if you think your Account may have been misused, we may ask you to write us within seven days to confirm the loss, theft or possible misuse at the following address: DiPocket Limited, 532 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS, United Kingdom. We may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

Our liability towards you

Within the limits permitted under the applicable laws, and subject to the limitations defined in this Agreement, we are liable for due performance of our obligations set out in this Agreement.

You cannot claim a loss or damage from us if:

- you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit – we will not be liable for these in any circumstances,
- you have acted fraudulently or with gross negligence,
- you are in breach of the Agreement, or provided DiPocket with any incorrect information if there is a clear causal link with the damage,
- our failure was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow our obligations under the Agreement despite our best efforts to do so, for example, a hardware breakdown, strike, or a major problem with a payment system.

None of these exceptions will apply, and nothing else in the Agreement will stop us being liable, if:

- we act fraudulently,
- we act with gross negligence, or
- we are at fault and the law does not allow us to exclude or limit liability.

Changes to the Agreement

We can change the Agreement in the circumstances listed below.

Provided we give you two months' notice, we can change any part of the Agreement, only to the extent necessary, if at least one of the below material circumstances occurs:

- a change of our commitment to the creation of reserves or the enactment of allowances not provided for in the legislation at the date of conclusion of the Agreement,
- fees or taxes or other costs are imposed, that were not provided for in the legislation at the date of conclusion of the Agreement,
- a change in the legal provisions governing the financial sector or a change of recommendations or good practices by supervising institutions or of provisions connected with the financial sector, which impact the mutual rights and obligations of the parties to the Agreement that were not in force at the date of conclusion of the Agreement,
- the introduction of new services or removal or change of features of the existing Services as well as introduction or change of the trade name of such Services (in the case of a change of the scope or manner of providing the Services consisting in changing the features of the existing Services or the introduction of new products, the user will not be obliged to use such services and incur the costs on such Account unless the user submits a separate declaration of will in this respect),

save that the amendment of the Agreement will be effected solely within the scope and direction arising from the reason that has occurred and no later than within 1 month from the occurrence of a prerequisite for such change.

If you are not happy with the change, you can either:

- take the steps set out below to cancel your Card and end the Agreement with an immediate effect and without any charges, or
- let us know that you are not happy with the change and would like to cancel your Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date on which the changes take effect.

If you do not end the Agreement by taking the steps above, you will be deemed to have accepted the changes after the end of the two months' notice.

DiPocket may assign its rights or obligations under this Agreement to an associated Company at any time, provided we give you not less than one month's notice and without requiring your specific consent. If you object to the assignment you can cancel your Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date of assignment. You may not assign your rights or obligations under this Agreement.

Cancelling the Services

The Agreement expires on the Card expiry date unless, prior to expiry, we issue a replacement Card either at your request or in accordance with our Card reissue policy. Whilst a Card remains unexpired or for Accounts without Cards, the Agreement will be of indefinite duration and will continue unless terminated at any time by you, or by us in accordance with the processes set out below.

When you can cancel the Services

If you wish to, you can cancel the Services at any time.

In addition, as a consumer, you have a period of 30 days from the date you have concluded the Agreement to tell us that you would like to withdraw from it, without giving any reason, and without incurring any charges or fees other than for the Services commenced upon your request or Services already provided. If you withdraw from the Agreement, the Agreement is considered not concluded, and all your Funds will be returned to you within 10 days from such withdrawal.

You must nominate a bank account to which any Funds should be transferred. **There is no cost to you for cancelling the Services nor for redeeming your Funds in the Card currency.** If you ask us to transfer funds in a currency other than the

Account currency, a fee may be applicable (for currency exchange and bank transfer) but we will always show you applicable fees prior to confirming the transfer, and in any case we will not charge more than EUR 20 bank transfer fee.

If we receive funds on your Account after you have cancelled the Services, we'll try to send it back if we have the information we need to do so.

When we can cancel the Services

We may end the Agreement immediately (and cancel your Card) if we have reasonable grounds for thinking that you have done any of the following things, which you must not do:

- you put us in a position where we might break a law, regulation, or other duty that applies to us if we maintain your Card and Account,
- you give us any false information at any time,
- you commit (or attempt) fraud against us or someone else,
- you use (or allow someone else to use) your Card or Account illegally or for criminal activity (including receiving proceeds of crime on your Card),
- you inappropriately let someone else use your Card or Account,
- if there are no transactions on the Account for a continuous period of 12 months.

We can also end the Agreement immediately and cancel the Services if:

- we reasonably believe that maintaining the Services might expose us (or another DiPocket Group company) to action or censure from any government, regulator or law enforcement agency,
- we find out that you are no longer eligible for it (for example, through residence status). We will try to tell you in advance if this happens, but if by continuing to offer you the Services we would break any rules or laws, we would have to cancel it or block it immediately.

Complaints

If you are unhappy in any way with your Card or the Services, or if you experience any problem please contact us. Complaints may be submitted as follows:

1. in writing by post to: Customer Service, Suite 532, Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS, United Kingdom;
2. by phone, calling us on +44 203 8070 660;
3. in electronic form by using the contact methods provided on dipocket.org/en/contact.

We acknowledge all complaints, without any exceptions, including those regarding our personnel. We strive to acknowledge all complaints received within 24 hours of receipt. If a complaint is received during a bank holiday or weekend period, the complaint will be acknowledged within 24 hours of the return to work of staff, i.e., if a complaint is received by e-mail on a Sunday, it will be deemed to have been received at 9 am on the following Monday.

If it is not possible to respond with a detailed, substantive reply within 24 hours of receipt of the complaint, a further communication will be provided within 5 business days. We will send our final response within 15 business days.

In unusual circumstances, where the answer cannot be given within the normal timeframe for reasons beyond our control, we will explain the reasons for the delay and provide a final response no later than 30 days along with an indication that you may be able to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free, independent service, which might be able to settle a complaint between you and us. You can take your complaint to them if you are not satisfied with our efforts to deal with it or if we have not completed our investigations within 30 days of your complaint. The contact details are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR; phone 0800 023 4 567 (+44 20 7964 0500 from abroad), website www.financial-ombudsman.org.uk.

Please note that you may also be entitled to submit a complaint to the Financial Ombudsman or Regulator in the country where you obtained the Card or registered your Account.