

These Terms and Conditions apply exclusively to our offering in the **United Kingdom** and comprise two sections:

Section 1: The Credit Card Terms, i.e. the terms and conditions governing the Card where a spending limit is being provided to You by the Lender in conjunction with the use of the Card; and

Section 2: The Wallet Terms, i.e. the terms and conditions governing the Card where the transactions made with the Card are settled via an e-money wallet held with another financial institution.

The Section which applies to You is clearly indicated in the Online Card Portal. You may only use the Card either as a credit card or as a debit card at any one time.

Section 1: Credit Card Terms

Issuer Terms and Conditions - Corporate Card Programmes – United Kingdom (Credit Cards)

1. Definitions and Application

1.1 In these Terms and Conditions:

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Programme is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority or Card Scheme, or interpretation promulgated or published by any Regulatory Authority or Card Scheme, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by us from time to time.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Gibraltar and Berlin provided that any communication or document received after 5pm CET shall be deemed only to have been received on the following day.

Card means each credit card issued to you (incl. to Cardholders selected by you) by us. References to the Card include all card details, Security Details and PINs.

Cardholder means the person to whom a Card is supplied under the Platform Terms.

Card Scheme means Mastercard.

Credit Agreement means the credit agreement concluded under the Credit Terms.

Credit Terms means the terms and conditions of the Lender regarding the granting of a credit card limit by the Lender to you, as provided to you during your application for the Cards (as amended from time to time).

Data Protection Legislation means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 2018 and any other laws in force from time to time which implement the General Data Protection Regulation (EU 2016/679), and the equivalent in any other relevant jurisdictions, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as amended or replaced from time to time.

Insolvency Event occurs, with respect to any party, in the event of

- (a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- (b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- (c) that party being unable to pay its debts within the meaning of any applicable insolvency law;
- (d) there being proposed in respect of that party any voluntary arrangement under any applicable insolvency law; or
- (e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

Lender means Get Moss UK Limited, the entity with which you conclude the Credit Agreement.

Limit means the spending limit set by the Lender pursuant to the terms of the Credit Terms.

Online Card Portal means a secured portal made available to Cardholders to manage and view information on Cards, Limits, transactions, statements and profiles.

Personal Data shall have the meaning given to that term in the Data Protection Legislation.

PIN means the personal identification number used to access certain Card Services.

Platform Terms means the terms and conditions of the Programme Manager for the use of the services related to the Online Card Portal.

Privacy Policy means the fair processing notice setting out details of how we process your Personal Data in administering and managing your Card, which was issued to you when you applied for the Card, and is available in the Online Card Portal or by contacting Customer Services.

Programme Manager means the third-party programme manager operating the corporate credit card programme (here Nufin GmbH, a German law limited liability company (*Gesellschaft mit beschränkter Haftung*), registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) Charlottenburg under registration number HRB 209209 with registered business address at Ziegelstr. 16, 10117 Berlin, Germany).

Reference Account means the account indicated by you to the Lender from which the Lender debits any outstanding amounts when due.

Regulatory Authority means as the context requires any regulatory authority or agency having jurisdiction over us or Program Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Program(s) or services provided under this agreement, including without limitation the Gibraltar Financial Services Commission.

Security Details means certain information, including personal information, given by you on behalf of the Cardholder when applying for the Card and any subsequent changes made to this information.

We us, our means Transact Payments Limited.

You, your means the corporate client signing up for a Card and the services described in the Platform Terms.

- 1.2 You agree to be bound by and comply with these Terms and Conditions, which for the avoidance of doubt include the table of Fees as **Annex**. We recommend you download a copy of the Terms and Conditions for your files. A further copy is available on request from the Programme Manager. It is your responsibility to ensure that the relevant terms of the Terms and Conditions are provided to each Cardholder prior to their use of the Card.

2. Use of the Card

- 2.1 The Card can be used worldwide wherever the Card is accepted by merchants, including shops, restaurants and online (subject to local laws and regulations in the country of use and issue), provided that you use the Card within the Limit. The approval of individual card transactions neither leads to the granting nor to the increase of a loan (e.g. overdraft granted) by us. Please note that the Lender can also be entitled to demand reimbursement for expenses incurred as a result of using the Card to the extent you exceed the Limit. The Card may not operate in some countries and geographic regions, due to restrictions.
- 2.2 The Card is and remains at all times our property.
- 2.3 The Card is initially issued to the Cardholder in an inactive state. In order to use the Card, the Cardholder must log into the Online Card Portal and activate the Card. Once activated, the Card can be used to complete transactions in line with these Terms and Conditions.
- 2.4 The Card is only for use by the Cardholder and expires on the date on the back of the Card. The Card cannot be used after it has expired. You shall only supply the Card to the Cardholder for the purposes set out in the Platform Terms, and you shall be responsible for ensuring the Cardholder only uses the Card for such purposes.
- 2.5 Each transaction will require authorisation and we cannot stop a transaction once authorised. If the Limit is exceeded, the authorisation may be withheld (in which case the merchant may allow payment by some other means).
- 2.6 You authorise us to inform the Lender (via the Programme Manager), for the purposes of the settlement, of any transactions made with the relevant Card, including the transaction amounts and related fees and, thus, to initiate transactions in the same amount from your account at the Lender to us.
- 2.7 If a Cardholder is, for any reason, entitled to a refund regarding goods or services purchased using the Card, such refund will be made to the account that you hold with the Lender for the purpose of the settlement of the card transactions pursuant to the Credit Terms.
- 2.8 You may request a full refund for any transaction authorised by you or a Cardholder ("**Refund Request**") if all of the following conditions apply:
- (a) you or the Cardholder did not know the exact amount of the payment when authorised;
 - (b) the amount charged exceeds the amount you or the Cardholder reasonably expected to pay, taking into consideration the previous spending pattern, these Terms and Conditions and the circumstances of the transaction (excluding exchange rate fluctuations); and
 - (c) the refund is requested within eight (8) weeks from the date the funds were debited.
- In this case, we will (i) refund the full amount of the payment, (ii) provide you with our reasons for refusal, or (iii) request that you provide additional information as is reasonably necessary to verify that such conditions apply, within ten (10) Business Days of receiving your Refund Request and, if we request additional information, within ten (10) Business Days of receiving such additional information.
- 2.9 No refund will be made if you or the Cardholder have given your consent for the payment to be made or, where applicable, details of the payment are made available to you or, respectively, the Cardholder by any means at least four (4) weeks before the payment due date.
- 2.10 We are not responsible for ensuring that point of sale terminals (POS) will accept the Card or for the way in which a merchant processes a transaction.
- 2.11 All laws and regulations (including any foreign exchange controls) in respect of the Card must be complied with.

- 2.12 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so we cannot guarantee that they will be secure and function at all times and we accept no liability for unavailability or interruption.
- 2.13 The Card may not be used for money transfers, for accessing or purchasing goods or services from adult or gambling locations and must not be used for any unlawful activity. Additional category restrictions may apply. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use.

3. Cardholder

- 3.1 The Cardholder may obtain certain information concerning the Card and recent transactions via the Online Card Portal at www.getmoss.com or by contacting Customer Service which will be provided by the Programme Manager. Customer services will be provided over the telephone (available Monday to Friday, 09:00-18:00, except on public holidays in Berlin). Incoming calls will be answered by an automated answering service (IVR) in the local language of the country in which the Card has been issued and, if necessary, will be forwarded to an operator.
- 3.2 You can access and/or download your Card statements and transaction history via the Online Card Portal. You may wish to download and keep copies of your Card statements for your records. Any recent Card transactions will be displayed in the Online Card Portal within 24 hours and your statement will show: (i) information relating to each transaction to enable it to be identified; (ii) the amount of each transaction shown in the currency in which that transaction was paid; (iii) the amount of Fees for each transaction and, if applicable, a breakdown of the amounts of such Fees; (iv) the exchange rate (where applicable) which applied to that transaction; and (v) the date on which your authorisation (where applicable) was received by us.
- 3.3 You will have the ability to download a copy of your statements of the last 24 months for your records. You may request a copy of your transaction history for the 6-year period prior to your request by contacting Customer Services and satisfying the necessary security and identification checks. For the avoidance of doubt, this right survives termination of the agreement concluded under these Terms and Conditions.

4. Card Limits and Fees

- 4.1 The table of Fees as set out in the **Annex** to these Terms and Conditions and as amended from time to time will apply to the Card to the extent not otherwise agreed in writing between You and Us (if applicable, via Programme Manager). The Limit will be communicated separately by the Lender via the Programme Manager.
- 4.2 All payments made using Your Card shall be in Pounds Sterling (GBP). If the Card is used to pay for goods and services in a currency other than GBP, the amount payable shall be converted at the Mastercard conversion rate. You will also be charged a foreign exchange Fee as set out in the **Annex** below. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Card Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Online Card Portal under the 'Exchange Rates' tab. You acknowledge that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to Your Card. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to you upon making a cross-border payment denominated in a currency other than GBP.

5. Card Security

- 5.1 You and each Cardholder must keep the Card, the Security Details and the PIN secret and safe at all times, in particular, but without limitation, by:
- (a) never allowing anyone else to use the Card and not sharing passwords and/or user names;
 - (b) not carrying the PIN with the Card;
 - (c) not interfering with any magnetic stripe or integrated circuit on the Card;
 - (d) not giving the PIN to anyone including the police, us, and/or Mastercard;
 - (e) not recording any PIN where it may be accessed by other people (and where it is recorded, making reasonable attempts to disguise the PIN);
 - (f) complying with any reasonable instructions we give about keeping the Card and the PIN safe and secure;
 - (g) using only secure internet sites for making Card transactions on-line;
 - (h) choosing strong passwords that mix alpha and numeric characters when managing the Online Card Portal;
 - (i) not disposing of without shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
 - (j) reporting thefts of any Security Details relating to the Card to any relevant organisations including MasterCard to warn them of any potential attempts to commit identity fraud in the Cardholder's name.
- 5.2 We will never ask you or any Cardholder to reveal a PIN.
- 5.3 The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please visit the Online Card Portal for assistance.
- 5.4 We reserve the right to suspend your and/or the Cardholder's access to the Card, at any time, if in our reasonable opinion you and/or the Cardholder have failed to comply with any provision of these Terms and Conditions.

6. Loss, theft and misuse of cards

- 6.1 If the Card is lost or stolen, likely to be misused or you or any Cardholder suspect that someone else may know the PIN or Security Details, the Cardholder must stop using the Card and without undue delay notify you or Customer Services directly on becoming aware of the loss, theft or misuse of the Card or, respectively, the leakage of the PIN or Security Details. You must in turn notify Customer Services immediately. The Card will be suspended to prevent further use. The Card may also be suspended with or without notice by us if we suspect that the Card or any PIN has been or is likely to be misused, if any transactions are deemed to be suspicious and/or are identified as being fraudulent, if you or the Cardholder break any important terms or repeatedly break any terms of these Terms and Conditions and fail to remedy such breach, or if we suspect illegal use of the Card.
- 6.2 You and/or the Cardholder will be required to confirm details of the loss, theft or misuse to Customer Services in writing and you must assist us and the police in any enquiries and attempts to recover a lost or stolen Card. If any lost Card is subsequently found, it must not be used unless Customer Services confirm it may be used.
- 6.3 If a Cardholder loses or has had a Card stolen, a replacement Card may be able to be obtained from you or by the Cardholder via the Online Card Portal or contacting Customer Services directly.

7. Your liability for unauthorised transactions

- 7.1 If you and/or the Cardholder notice a Card transaction that is not recognised by you or, respectively, the Cardholder, you and/or the Cardholder must notify us via the Online Card Portal or Customer Services without undue delay.
- 7.2 We may request that you and/or the Cardholder provide additional written information concerning any such transaction on our dispute form which can be found in the Online Card Portal.

- 7.3 You are responsible for regularly checking the Card activity and transaction history so that you notice any suspicious or fraudulent transactions and report the same to Customer Services.
- 7.4 Provided that you or the Cardholder have notified us in accordance with clause 7.1 and subject to the provisions of this clause 7, you will be entitled to a refund of that transaction if the unauthorised transaction arose from the loss, theft or misappropriation of your Card. We will refund the amount involved, except for the amount you may be liable for pursuant to clause 7.8 below.
- 7.5 Where we have reason to believe (based on the evidence available to us at the time you report the unauthorised transaction) that the transaction was either: (i) authorised by you and/or the Cardholder; (ii) caused by you and/or the Cardholder breaking any important term of repeatedly breaking any term of these Terms and Conditions and failing to remedy it; (iii) allowed to happen because of your or the Cardholder's gross negligence; or (iv) we have reasonable grounds to suspect fraudulent activity on your or the Cardholder's part, we will not make any refund and you will be liable for the full amount of all losses incurred.
- 7.6 If we make an immediate refund in accordance with clause 7.4, or make a refund after investigating the transaction, we reserve the right to reverse the refund if we do not receive a completed dispute form providing details of the unauthorised transaction from you within ten (10) Business Days of our request.
- 7.7 Further to clause 7.5, if we do not make an immediate refund and you and/or any Cardholder still wish to dispute the transaction as unauthorised, we reserve the right to request additional written information in the form of a statement signed by you and/or the Cardholder providing evidence to support the claim that the disputed transaction was unauthorised. You and/or the Cardholder may be prosecuted in the event you make a fraudulent claim for an unauthorised transaction whether or not you have received a refund.
- 7.8 Where you or any Cardholder have lost or had the Card stolen, your maximum liability will be limited to €50 (or currency equivalent depending on the settlement currency of the Card) for any unauthorised transactions occurring before Customer Services are notified, unless you or any Cardholder have acted fraudulently or have, with intent or gross negligence, failed to comply with these Terms and Conditions, in which case we may hold you liable for the entire loss.
- 7.9 Subject to the provisions of this clause 7, where it is determined that neither you nor any Cardholders bear any fault for an unauthorised transaction, you will not be liable for any of the loss incurred, we will refund the value of that transaction immediately and we will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you and/or any Cardholder have disputed has been authorised by you and/or any Cardholder on your behalf, or you or any Cardholder have acted negligently or intentionally (including fraudulently), we will not refund the value of the transaction and we may charge you an investigation administration fee of up to €50 (or currency equivalent).

8. Our Liability to You

- 8.1 Subject to clauses 7 and 9.2, we will not be liable to you in respect of any losses you or any Cardholder may suffer in connection with or arising from the Card, except where such losses are due to a breach by us of these Terms and Conditions or due to our wilful misconduct or negligence. In addition, we will not be liable for disputes concerning the quality, safety, legality or any other aspect of goods or services purchased from any merchant that accepted a Card or any additional fees charged by the operator of point of sale terminals. In particular, we will not be liable for any loss due to: (a) any failure due to events outside our reasonable control; (b) any system failure or industrial dispute outside our control; (c) any merchant refusing to or being unable to accept the Card; (d) the way in which any refusal to accept the Card is communicated to you; (e) any infringement by you of any currency laws; (f) our taking

of any action required by any government, federal or state law or regulation or court order;
(g) anything specifically excluded or limited elsewhere in these Terms and Conditions.

8.2 Nothing in these Terms and Conditions will limit our liability to you for death or personal injury arising out of our negligence or our fraud or insofar as any limitation or exclusion of liability is prohibited by law.

8.3 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Card Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Card Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), limitedly for the purpose of this Clause 8.

9. Termination

9.1 The agreement concluded under these Terms and Conditions shall continue in force until termination of the agreement concluded under the Platform Terms and/or the agreement concluded under the Credit Terms, which will both be deemed a termination for cause.

9.2 Notwithstanding clause 9.1, we, or Programme Manager for us, may terminate the agreement concluded under these Terms and Conditions with four weeks' notice to you by email. We may with immediate effect by email notice to you terminate the agreement, block or suspend use of the Card, restrict its functionality and/or demand the return of the Card if any of the following circumstances arise:

- (a) you and/or the Cardholder breaking any important term or repeatedly breaking any term of these Terms and Conditions;
- (b) you cease, or threaten to cease, to carry on business or suffer an Insolvency Event;
- (c) you are deemed unable to pay your debts under any statute or regulation applicable to you;
- (d) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
- (e) you, or any of your officers, principals or employees, are the subject of any investigation or proceedings (including any criminal investigations or proceedings) which could be prejudicial to the reputation, goodwill or commercial interests of us, or any affiliate of us in relation to either of those parties;
- (f) in the event of any termination of any agreement with any third party service provider engaged by or on behalf of us in connection with these Terms and Conditions which renders the continuation of our services to you impossible;
- (g) we reasonably suspect the security of the Card has been compromised in any way;
- (h) we believe that your use of the Card may result in harm to us or our systems;
- (i) you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this agreement;
- (j) we believe that your continued use of the Card may damage our reputation;
- (k) in the event that you, the Card User or any third party engage in any actual or attempted fraudulent activity or we reasonably suspect you or the Card User to have done so;
- (l) you haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false; or
- (m) you do not use your Card for three (3) years.

9.3 Upon the termination of the agreement concluded under these Terms and Conditions for any reason: (a) you will, in a secure way, immediately dispose of the Cards then in the possession of you or a Cardholder; and (b) we will immediately cease to operate the Card systems (but without affecting any transactions on the Cards issued to you which the Card Scheme requires be settled).

9.4 You may terminate the agreement concluded under these Terms and Conditions at any time by giving 4 weeks' notice via email or letter addressed to the Programme Manager as indicated in clause 13 (*Contact us*).

- 9.5 Any termination of the agreement concluded under these Terms and Conditions (however it occurs) will not affect any rights or liabilities of the party that may have been accrued before termination (including the completion of any Card transactions which the Card Scheme requires be settled regardless of termination of these Terms and Conditions). In addition, termination will not affect any provision of these Terms and Conditions that is expressly or by implication intended to continue in force after such termination.

10. Data Protection

- 10.1 By accepting these Terms and Conditions and the Platform Terms, you consent to us or the Programme Manager processing the information we collect from you or any Cardholder when providing the Card Services under these Terms and Conditions.
- 10.2 The information we collect from you or any Cardholder when providing the Card Services may be disclosed by us to third parties (including the Programme Manager and other third-party providers) to enable us to provide the Card Services and for data analysis, anti-money laundering, detection of crime, legal compliance, enforcement and fraud prevention purposes. Where we are required to handle your Personal Data, we will at all times comply with the applicable Data Protection Legislation.
- 10.3 The information may be processed outside the country of issue, but all service providers are required to have adequate safeguards in place to protect the information in accordance with the requirements under the applicable Data Protection Legislation.
- 10.4 Full information on how we handle your Personal Data is set out in the Privacy Policy in the Online Card Portal.

11. General

- 11.1 We may change the terms of these Terms and Conditions (including, but not limited to, bringing in new terms, changes in the fees and the services we offer) at our discretion by instructing Programme Manager to give you at least fifteen (15) days' notice by letter or by email to the contact details stored in the Online Card Portal at www.getmoss.com.
- 11.2 Except for any party referred to in clause 11.3 below and the Programme Manager, nothing in these Terms and Conditions will confer on any third party any benefit under, or the right to enforce, any of the terms of these Terms and Conditions.
- 11.3 We may assign any of our rights and obligations under these Terms and Conditions to any other person or business, subject to such party continuing the obligations owed to you under these Terms and Conditions.
- 11.4 We may contact you by letter or email, using the contact details stored in the Online Card Portal at www.getmoss.com.
- 11.5 If any court or competent authority finds that any provision in these Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

12. Law, Jurisdiction and Language

These Terms and Conditions and any disputes, which arise under it, shall be exclusively governed and construed in accordance with Gibraltar law and subject to the exclusive jurisdiction of the Gibraltar courts. We undertake to communicate with you in English regarding any aspect of the Card. These Terms and Conditions are written and available in English.

13. Contact Us

If you have any queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require further information, please contact Customer Services using the following contact details:

Nufin GmbH
Ziegelstr. 16
10117 Berlin
Germany

Phone: +31 20 241 4803
Email: support@getmoss.com

We will try to resolve any problems as quickly as possible. If your query is not dealt with to your satisfaction, you may be able to refer it to the Financial Services Commission at the following address: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

14. The Card Issuer and the Service Provider of the Card

The Card is issued and operated by Transact Payments Limited, pursuant to a license by Mastercard International. Transact Payments Limited is authorised and regulated by the Gibraltar Financial Services Commission and is permitted to issue Cards and provide payment services, with its registered office at 6.20 World Trade Center, 6 Bayside Road, Gibraltar GX11 1AA, Gibraltar company registration number 108217. Programme Manager administers and provides the Card issued by Transact Payments Limited and is available to give you customer service support if you have any queries. Our Programme Managers also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on you.

Annex – Table of fees

Fee	Amount
FX fee	2 % of the transaction value
Refund handling fee⁽¹⁾	20 GBP

(1) Not applicable if the Refund Request is valid.

Section 2: Wallet Terms

Issuer Terms and Conditions - Corporate Card Programmes – United Kingdom (Wallet)

1. Definitions and Application

1.1 In these Terms and Conditions:

Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Card is provided and the Programme is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority or Card Scheme, or interpretation promulgated or published by any Regulatory Authority or Card Scheme, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by us from time to time.

Available Funds means your unspent Wallet funds minus any transactions (including any related fees) authorised, but not yet settled.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Gibraltar and Berlin provided that any communication or document received after 5pm CET shall be deemed only to have been received on the following day.

Card means each corporate card issued to you (incl. to Cardholders selected by you) by us. References to the Card include all card details, Security Details and PINs.

Cardholder means the person to whom a Card is supplied under the Platform Terms.

Card Scheme means Mastercard.

Data Protection Legislation means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 2018 and any other laws in force from time to time which implement the General Data Protection Regulation (EU 2016/679), and the equivalent in any other relevant jurisdictions, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as amended or replaced from time to time.

Insolvency Event occurs, with respect to any party, in the event of

- (a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- (b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- (c) that party being unable to pay its debts within the meaning of any applicable insolvency law;
- (d) there being proposed in respect of that party any voluntary arrangement under any applicable insolvency law; or
- (e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

Online Card Portal means a secured portal made available to Cardholders to manage and view information on Cards, Available Funds, Wallet, transactions, statements and profiles.

PayrNet means PayrNet Limited incorporated in England and Wales with registered company number 09883437 and registered office address at Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX.

Personal Data shall have the meaning given to that term in the Data Protection Legislation.

PIN means the personal identification number used to access certain Card Services.

Platform Terms means the terms and conditions of the Programme Manager for the use of the services related to the Online Card Portal.

Privacy Policy means the fair processing notice setting out details of how we process your Personal Data in administering and managing your Card, which was issued to you when you applied for the Card and is available in the Online Card Portal or by contacting Customer Services.

Programme Manager means the third-party programme manager operating the corporate credit card programme (here Nufin GmbH, a German law limited liability company (*Gesellschaft mit beschränkter Haftung*), registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) Charlottenburg under registration number HRB 209209 with registered business address at Ziegelstr. 16, 10117 Berlin, Germany).

Regulatory Authority means as the context requires any regulatory authority or agency having jurisdiction over us or Programme Manager related to the issuance, marketing, sale, authorisation or usage of the Cards, Programmes or services provided under this agreement, including without limitation the Gibraltar Financial Services Commission.

Security Details means certain information, including personal information, given by you on behalf of the Cardholder when applying for the Card and any subsequent changes made to this information.

Wallet means the digital wallet which is linked to the Wallet Account and holds an e-money amount equal to your unspent cash amount on the Wallet Account.

Wallet Account means a safeguarding account held by PayrNet.

We us, our means Transact Payments Limited.

You, your means the corporate client signing up for a Card and the services described in the Platform Terms.

1.2 You agree to be bound by and comply with these Terms and Conditions, which for the avoidance of doubt include the table of Fees as **Annex**. We recommend you download a copy of the Terms and Conditions for your files. A further copy is available on request from the Programme Manager. It is your responsibility to ensure that the relevant terms of the Terms and Conditions are provided to each Cardholder prior to their use of the Card.

2. Use of the Card

2.1 The Card can be used worldwide wherever the Card is accepted by merchants, including shops, restaurants and online (subject to local laws and regulations in the country of use and issue), upon condition that you use the Card without exceeding the Available Funds. The Card may not operate in some countries and geographic regions, due to restrictions.

2.2 The Card is and remains at all times our property.

2.3 The Card is initially issued to the Cardholder in an inactive state. In order to use the Card, the Cardholder must log into the Online Card Portal and activate the Card. Once activated, the Card can be used to complete transactions in line with these Terms and Conditions.

2.4 The Card is only for use by the Cardholder and expires on the date on the back of the Card. The Card cannot be used after it has expired. You shall only supply the Card to the Cardholder

for the purposes set out in the Platform Terms, and you shall be responsible for ensuring the Cardholder only uses the Card for such purposes.

- 2.5 Each transaction will require authorisation and we cannot stop a transaction once authorised. If the Available Funds are exceeded, the authorisation may be withheld (in which case the merchant may allow payment by some other means).
- 2.6 You authorise the transfer, on any given Business Day, of any outstanding amounts from authorised transactions with any relevant Cards and any related fees to us from your Wallet or, respectively, the Wallet Account for the purposes of settlement with the Card Scheme.
- 2.7 If a Cardholder is, for any reason, entitled to a refund regarding goods or services purchased using the Card, such refund will be made to the Wallet Account and credited to your Wallet.
- 2.8 You may request a full refund for any transaction authorised by you or a Cardholder ("**Refund Request**") if all of the following conditions apply:
- (a) you or the Cardholder did not know the exact amount of the payment when authorised;
 - (b) the amount charged exceeds the amount you or the Cardholder reasonably expected to pay, taking into consideration the previous spending pattern, these Terms and Conditions and the circumstances of the transaction (excluding exchange rate fluctuations); and
 - (c) the refund is requested within eight (8) weeks from the date the funds were debited.
- In this case, we will (i) refund the full amount of the payment, (ii) provide you with our reasons for refusal, or (iii) request that you provide additional information as is reasonably necessary to verify that such conditions apply, within ten (10) Business Days of receiving your Refund Request and, if we request additional information, within ten (10) Business Days of receiving such additional information.
- 2.9 No refund will be made if you or the Cardholder have given your consent for the payment to be made or, where applicable, details of the payment are made available to you or, respectively, the Cardholder by any means at least four (4) weeks before the payment due date.
- 2.10 We are not responsible for ensuring that point of sale terminals (POS) will accept the Card or for the way in which a merchant processes a transaction.
- 2.11 All laws and regulations (including any foreign exchange controls) in respect of the Card must be complied with.
- 2.12 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so we cannot guarantee that they will be secure and function at all times and we accept no liability for unavailability or interruption.
- 2.13 The Card may not be used for money transfers, for accessing or purchasing goods or services from adult or gambling locations and must not be used for any unlawful activity. Additional category restrictions may apply. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use.

3. Wallet and Wallet Account

The Wallet Account is an electronic money account provided by PayrNet and opened in accordance with the agreement between you and PayrNet. For the avoidance of doubt, the issuance of electronic money is not governed by these Issuer Terms and Conditions.

4. Cardholder

- 4.1 The Cardholder may obtain certain information concerning the Card and recent transactions via the Online Card Portal at www.getmoss.com or by contacting Customer Service which will be provided by the Programme Manager. Customer services will be provided over the telephone (available Monday to Friday, 09:00-18:00, except on public holidays in Berlin).

Incoming calls will be answered by an automated answering service (IVR) in the local language of the country in which the Card has been issued and, if necessary, will be forwarded to an operator.

- 4.2 You can access and/or download your Card statements and transaction history via the Online Card Portal. You may wish to download and keep copies of your Card statements for your records. Any recent Card transactions will be displayed in the Online Card Portal within 24 hours and your statement will show: (i) information relating to each transaction to enable it to be identified; (ii) the amount of each transaction shown in the currency in which that transaction was paid; (iii) the amount of Fees for each transaction and, if applicable, a breakdown of the amounts of such Fees; (iv) the exchange rate (where applicable) which applied to that transaction; (v) the date on which your authorisation (where applicable) was received by us and (vi) your Available Funds.
- 4.3 You will have the ability to download a copy of your statements of the last 24 months for your records. You may request a copy of your transaction history for the 6-year period prior to your request by contacting Customer Services and satisfying the necessary security and identification checks. For the avoidance of doubt, this right survives termination of the agreement concluded under these Terms and Conditions.

5. Fees

- 5.1 The table of Fees as set out in the **Annex** to these Terms and Conditions and as amended from time to time will apply to the Card to the extent not otherwise agreed in writing between You and Us (if applicable, via Programme Manager).
- 5.2 All payments made using Your Card shall be in Pounds Sterling (GBP). If the Card is used to pay for goods and services in a currency other than GBP, the amount payable shall be converted at the Mastercard conversion rate. You will also be charged a foreign exchange Fee as set out in the **Annex** below. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Card Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Online Card Portal under the 'Exchange Rates' tab. You acknowledge that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to Your Card. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to you upon making a cross-border payment denominated in a currency other than GBP.

6. Card Security

- 6.1 You and each Cardholder must keep the Card, the Security Details and the PIN secret and safe at all times, in particular, but without limitation, by:
- (a) never allowing anyone else to use the Card and not sharing passwords and/or user names;
 - (b) not carrying the PIN with the Card;
 - (c) not interfering with any magnetic stripe or integrated circuit on the Card;
 - (d) not giving the PIN to anyone including the police, us, and/or Mastercard;
 - (e) not recording any PIN where it may be accessed by other people (and where it is recorded, making reasonable attempts to disguise the PIN);
 - (f) complying with any reasonable instructions we give about keeping the Card and the PIN safe and secure;
 - (g) using only secure internet sites for making Card transactions on-line;
 - (h) choosing strong passwords that mix alpha and numeric characters when managing the Online Card Portal;
 - (i) not disposing of without shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
 - (j) reporting thefts of any Security Details relating to the Card to any relevant organisations including MasterCard to warn them of any potential attempts to commit identity fraud in the Cardholder's name.
- 6.2 We will never ask you or any Cardholder to reveal a PIN.

6.3 PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please visit the Online Card Portal for assistance.

6.4 We reserve the right to suspend your and/or the Cardholder's access to the Card, at any time, if in our reasonable opinion you and/or the Cardholder have failed to comply with any provision of these Terms and Conditions.

7. Loss, theft and misuse of cards

7.1 If the Card is lost or stolen, likely to be misused or you or any Cardholder suspect that someone else may know the PIN or Security Details, the Cardholder must stop using the Card and without undue delay notify you or Customer Services directly on becoming aware of the loss, theft or misuse of the Card or, respectively, the leakage of the PIN or Security Details. You must in turn notify Customer Services immediately. The Card will be suspended to prevent further use. The Card may also be suspended with or without notice by us if we suspect that the Card or any PIN has been or is likely to be misused, if any transactions are deemed to be suspicious and/or are identified as being fraudulent, if you or the Cardholder break any important terms or repeatedly break any terms of these Terms and Conditions and fail to remedy such breach, or if we suspect illegal use of the Card.

7.2 You and/or the Cardholder will be required to confirm details of the loss, theft or misuse to Customer Services in writing and you must assist us and the police in any enquiries and attempts to recover a lost or stolen Card. If any lost Card is subsequently found, it must not be used unless Customer Services confirm it may be used.

7.3 If a Cardholder loses or has had a Card stolen, a replacement Card may be able to be obtained from you or by the Cardholder via the Online Card Portal or contacting Customer Services directly.

8. Your liability for unauthorised transactions

8.1 If you and/or the Cardholder notice a Card transaction that is not recognised by you or, respectively, the Cardholder, you and/or the Cardholder must notify us via the Online Card Portal or Customer Services without undue delay.

8.2 We may request that you and/or the Cardholder provide additional written information concerning any such transaction on our dispute form which can be found in the Online Card Portal.

8.3 You are responsible for regularly checking the Card activity and transaction history so that you notice any suspicious or fraudulent transactions and report the same to Customer Services.

8.4 Provided that you or the Cardholder have notified us in accordance with clause 8.1 and subject to the provisions of this clause 8, you will be entitled to a refund of that transaction if the unauthorised transaction arose from the loss, theft or misappropriation of your Card. We will refund the amount involved, except for the amount you may be liable for pursuant to clause 8.8 below.

8.5 Where we have reason to believe (based on the evidence available to us at the time you report the unauthorised transaction) that the transaction was either: (i) authorised by you and/or the Cardholder; (ii) caused by you and/or the Cardholder breaking any important term or repeatedly breaking any term of these Terms and Conditions and failing to remedy it; (iii) allowed to happen because of your or the Cardholder's gross negligence; or (iv) we have reasonable grounds to suspect fraudulent activity on your or the Cardholder's part, we will not make any refund and you will be liable for the full amount of all losses incurred.

8.6 If we make an immediate refund in accordance with clause 8.4, or make a refund after investigating the transaction, we reserve the right to reverse the refund if we do not receive a

completed dispute form providing details of the unauthorised transaction from you within ten (10) Business Days of our request.

- 8.7 Further to clause 8.5, if we do not make an immediate refund and you and/or any Cardholder still wish to dispute the transaction as unauthorised, we reserve the right to request additional written information in the form of a statement signed by you and/or the Cardholder providing evidence to support the claim that the disputed transaction was unauthorised. You and/or the Cardholder may be prosecuted in the event you make a fraudulent claim for an unauthorised transaction whether or not you have received a refund.
- 8.8 Where you or any Cardholder have lost or had the Card stolen, your maximum liability will be limited to €50 (or currency equivalent depending on the settlement currency of the Card) for any unauthorised transactions occurring before Customer Services are notified, unless you or any Cardholder have acted fraudulently or have, with intent or gross negligence, failed to comply with these Terms and Conditions, in which case we may hold you liable for the entire loss.
- 8.9 Subject to the provisions of this clause 8, where it is determined that neither you nor any Cardholders bear any fault for an unauthorised transaction, you will not be liable for any of the loss incurred, we will refund the value of that transaction immediately and we will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you and/or any Cardholder have disputed has been authorised by you and/or any Cardholder on your behalf, or you or any Cardholder have acted negligently or intentionally (including fraudulently), we will not refund the value of the transaction and we may charge you an investigation administration fee of up to €50 (or currency equivalent).

9. Our Liability to You

- 9.1 Subject to clauses 8 and 9.2, we will not be liable to you in respect of any losses you or any Cardholder may suffer in connection with or arising from the Card, except where such losses are due to a breach by us of these Terms and Conditions or due to our wilful misconduct or negligence. In addition, we will not be liable for disputes concerning the quality, safety, legality or any other aspect of goods or services purchased from any merchant that accepted a Card or any additional fees charged by the operator of point of sale terminals. In particular, we will not be liable for any loss due to: (a) any failure due to events outside our reasonable control; (b) any system failure or industrial dispute outside our control; (c) any merchant refusing to or being unable to accept the Card; (d) the way in which any refusal to accept the Card is communicated to you; (e) any infringement by you of any currency laws; (f) our taking of any action required by any government, federal or state law or regulation or court order; (g) anything specifically excluded or limited elsewhere in these Terms and Conditions.
- 9.2 Nothing in these Terms and Conditions will limit our liability to you for death or personal injury arising out of our negligence or our fraud or insofar as any limitation or exclusion of liability is prohibited by law.
- 9.3 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Card Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Card Schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), limitedly for the purpose of this Clause 9.

10. Termination

- 10.1 The agreement concluded under these Terms and Conditions shall continue in force until termination of the agreement concluded under the Platform Terms, which will both be deemed a termination for cause.
- 10.2 Notwithstanding clause 10.1, we, or Programme Manager for us, may terminate the agreement concluded under these Terms and Conditions with four weeks' notice to you by

email. We may with immediate effect by email notice to you terminate the agreement, block or suspend use of the Card, restrict its functionality and/or demand the return of the Card if any of the following circumstances arise:

- (a) you and/or the Cardholder breaking any important term or repeatedly breaking any term of these Terms and Conditions;
- (b) you cease, or threaten to cease, to carry on business or suffer an Insolvency Event;
- (c) you are deemed unable to pay your debts under any statute or regulation applicable to you;
- (d) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
- (e) you, or any of your officers, principals or employees, are the subject of any investigation or proceedings (including any criminal investigations or proceedings) which could be prejudicial to the reputation, goodwill or commercial interests of us, or any affiliate of us in relation to either of those parties;
- (f) in the event of any termination of any agreement with any third party service provider engaged by or on behalf of us in connection with these Terms and Conditions which renders the continuation of our services to you impossible;
- (g) we reasonably suspect the security of the Card has been compromised in any way;
- (h) we believe that your use of the Card may result in harm to us or our systems;
- (i) you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this agreement;
- (j) we believe that your continued use of the Card may damage our reputation;
- (k) in the event that you, the Card User or any third party engage in any actual or attempted fraudulent activity or we reasonably suspect you or the Card User to have done so;
- (l) you haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false;
- (m) you do not use your Card for three (3) years; or
- (n) the Wallet has a zero or negative balance for more than three (3) consecutive months.

10.3 Upon the termination of the agreement concluded under these Terms and Conditions for any reason: (a) you will, in a secure way, immediately dispose of the Cards then in the possession of you or a Cardholder; and (b) we will immediately cease to operate the Card systems (but without affecting any transactions on the Cards issued to you which the Card Scheme requires be settled).

10.4 You may terminate the agreement concluded under these Terms and Conditions at any time by giving 4 weeks' notice via email or letter addressed to the Programme Manager as indicated in clause 14 (*Contact us*).

10.5 Any termination of the agreement concluded under these Terms and Conditions (however it occurs) will not affect any rights or liabilities of the party that may have been accrued before termination (including the completion of any Card transactions which the Card Scheme requires be settled regardless of termination of these Terms and Conditions). In addition, termination will not affect any provision of these Terms and Conditions that is expressly or by implication intended to continue in force after such termination.

11. Data Protection

11.1 By accepting these Terms and Conditions and the Platform Terms, you consent to us or the Programme Manager processing the information we collect from you or any Cardholder when providing the Card Services under these Terms and Conditions.

11.2 The information we collect from you or any Cardholder when providing the Card Services may be disclosed by us to third parties (including the Programme Manager and other third-party providers) to enable us to provide the Card Services and for data analysis, anti-money laundering, detection of crime, legal compliance, enforcement and fraud prevention purposes.

Where we are required to handle your Personal Data, we will at all times comply with the applicable Data Protection Legislation.

- 11.3 The information may be processed outside the country of issue, but all service providers are required to have adequate safeguards in place to protect the information in accordance with the requirements under the applicable Data Protection Legislation.
- 11.4 Full information on how we handle your Personal Data is set out in the Privacy Policy in the Online Card Portal.

12. General

- 12.1 We may change the terms of these Terms and Conditions (including, but not limited to, bringing in new terms, changes in the fees and the services we offer) at our discretion by instructing Programme Manager to give you at least fifteen (15) days' notice by letter or by email to the contact details stored in the Online Card Portal at www.getmoss.com.
- 12.2 Except for any party referred to in clause 12.3 below and the Programme Manager, nothing in these Terms and Conditions will confer on any third party any benefit under, or the right to enforce, any of the terms of these Terms and Conditions.
- 12.3 We may assign any of our rights and obligations under these Terms and Conditions to any other person or business, subject to such party continuing the obligations owed to you under these Terms and Conditions.
- 12.4 We may contact you by letter or email, using the contact details stored in the Online Card Portal at www.getmoss.com.
- 12.5 If any court or competent authority finds that any provision in these Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

13. Law, Jurisdiction and Language

These Terms and Conditions and any disputes, which arise under it, shall be exclusively governed and construed in accordance with Gibraltar law and subject to the exclusive jurisdiction of the Gibraltar courts. We undertake to communicate with you in English regarding any aspect of the Card. These Terms and Conditions are written and available in English.

14. Contact Us

If you have any queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require further information, please contact Customer Services using the following contact details:

Nufin GmbH
Ziegelstr. 16
10117 Berlin
Germany

Phone: +31 20 241 4803
Email: support@getmoss.com

We will try to resolve any problems as quickly as possible. If your query is not dealt with to your satisfaction, you may be able to refer it to the Financial Services Commission at the following address: Payment Services Team, Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi.

15. The Card Issuer and the Service Provider of the Card

The Card is issued by Transact Payments Limited, pursuant to a license by Mastercard International. Transact Payments Malta Limited is authorised and regulated by the Gibraltar Financial Services Commission and is permitted to issue Cards and provide payment services, with its registered office at address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA, Gibraltar company registration number 108217. The Card is not governed by the Deposit Security Scheme of Gibraltar. Programme Manager administers and provides the Card issued by Transact Payments Limited and is available to give you customer service support if you have any queries. Our Programme Managers also conduct activities such as sponsorship, marketing, and providing the IT platform and will carry out due diligence on you.

Annex – Table of fees

Fee	Amount
FX fee	2 % of the transaction value
Refund handling fee⁽¹⁾	20 GBP

(1) Not applicable if the Refund Request is valid.