

# General Terms And Conditions

Effective Date: March 23, 2021. To view our previous terms, click [here](#).

## 1. General

1.1. These General Terms and Conditions set out the terms of the provision of services by Joopay to you, including the use of a Joopay Account, a Joopay Card and the execution of payment transactions relating thereto. Before you can use Joopay services you are required to:

- a. read these General Terms and Conditions, confirm the accuracy of the provided information and confirm your agreement with these General Terms and Conditions by creating a Passcode, performing the SignUp and using the Joopay Application; and
- b. provide us with such documentation, photographs and information as we may reasonably request to comply with our regulatory obligations.

1.2. These General Terms and Conditions incorporate the Privacy Policy and any other Supplements by reference.

1.3. Once you have completed the SignUp and you have passed our internal checks, we shall make the functionalities of the Joopay Application available to you. Being a new company that continuously develops its products and services, we may be unable to make available to you in the Joopay Application all the features described below right away. We will be working on making such features available to you as soon as possible.

1.4. You confirm that you have provided correct, true and up to date information and documents during the onboarding process of subscribing to Joopay Services. You undertake that, if your details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, inaccurate or outdated information and documents.

## 2. Regulatory Information

2.1. These General Terms and Conditions are between you (the “User”, “you” or “your”) and Joopay Europe S.A. (“Joopay”, “we”, “us” or “our”). Joopay is a

public limited company (société anonyme) incorporated in Luxembourg and registered with the Luxembourg Trade and Companies Register under number RCS B234303 and whose registered office is at 5 Place de la Gare, L-1616, Luxembourg, Grand Duchy of Luxembourg. Joompay is the issuer of Electronic Money in your Joompay Account and provides the payment services related to your Joompay Account. Joompay is authorised by the Luxembourg Minister of Finance and supervised by the Luxembourg prudential supervisory authority of the financial sector, the Commission de Surveillance du Secteur Financier (“**CSSF**”) as an electronic money institution under the law of 10 November 2009 on payment services, as amended (the “**2009 Law**”) for the issuing of electronic money. We are included in the CSSF’s Register of Electronic Money Institutions under number W00000015 which can be confirmed on the CSSF website.

2.2. The Joompay Cards are issued by Joompay. By agreeing to these General Terms and Conditions, you are deemed to have agreed to the relevant Joompay Card Terms and Conditions which are included in Schedule 3 to these General Terms and Conditions.

2.3. We are also subject to the rules of the 2009 Law which implement the rules of EU Directive 2015/2366 on payment services in the internal market (“**PSD 2**”) and EU Directive 2009/110/EC on the taking up, pursuit and prudential supervision of the business of electronic money institutions (“**EMD 2**”) into Luxembourg law.

### **3. Commencement, Term and Your Joompay Account**

3.1. The contractual relationship governed by these General Terms and Conditions between you and Joompay shall commence on the day that Joompay confirms to you via the Joompay Application that your Joompay Account has been approved and shall continue until terminated in accordance with these General Terms and Conditions.

3.2. Your Joompay Account is an account in which Electronic Money, which Joompay has issued to you in exchange for receiving funds from you or which has been transferred to you by third parties, is stored. The Joompay Account may be used by you to enter into:

- a. Account Transactions; and
- b. Card Transactions.

3.3. You may be required to provide supplemental information to us to be able to use all of the functionalities available.

3.4. When we hold Electronic Money for you, us holding the funds corresponding to the Electronic Money is not the same as a bank holding money for you in that: (a) we cannot and will not use the funds to invest or lend to other persons or entities; (b) your Electronic Money will not accrue interest; and (c) your Electronic Money is not covered by the deposit protection scheme of the Fonds de Garantie des Dépôts Luxembourg (“FGDL”). The funds corresponding to Electronic Money will be held in one or more segregated bank accounts separately from our own funds, in accordance with the provisions of the 2009 Law.

3.5. You are only able to store electronic money in euro currency in your Joompay Account.

3.6. We may stop your access to the Joompay Account, the Joompay Card and/or the Joompay Services in case:

- a. of reasonable grounds relating to the security of the Joompay Account or the Joompay Card;
- b. of reasonable grounds relating to the suspected unauthorised and/or fraudulent use of the Joompay Account or the Joompay Card;
- c. we determine that there is a risk that you will not be able to fulfil your payment obligation;
- d. we do so due to a local or foreign legal, regulatory or contractual provision or due to a decision, request or instruction of a local or foreign authority (including supervisory and judicial authorities);
- e. we stop providing all or some Joompay Services to our clients, subject to at least 2 months prior notice to you; or
- f. you have not used the Joompay Services for at least 3 years.

If we do stop your access in such instances, we will inform you via the Joompay Application or other means by stating the relevant reasons for blocking, as far as possible before blocking, but at the latest immediately afterwards and direct you to our customer services team. We will only inform you provided that this notification would not constitute a breach of legal obligations.

Joompay will lift the blocking and re-activate your Joompay Account, if the reasons for blocking are no longer applicable. We will immediately inform you about this. We may request that you supply additional information or supporting documentation in order to ensure that we are comfortable restoring your account access or removing any restrictions.

3.7. Joompay can prohibit an account information service provider or a payment initiation service provider from accessing the Joompay Account if objective and duly substantiated reasons related to unauthorised or fraudulent access of the account by the account information service provider or the payment initiation service provider, including unauthorised or fraudulent initiation of a payment transaction, justify it.

## **4. The Joompay Application**

4.1. The Joompay Application is our mobile application where you can, among other things and subject to certain conditions:

- a. open a Joompay Account and obtain a Joompay Card;
- b. verify your identity with us;
- c. perform top-ups via external payment methods accepted by us;
- d. issue instructions to perform Account Transactions;
- e. view your Joompay Activity;
- f. view the balance of your Joompay Account;
- g. access the security features of your Joompay Card; and
- h. enter the details of your external payment methods (e.g. payment cards).

4.2. The Joompay Application is only accessible via mobile applications, not via a webpage.

## **5. Your Joompay Card**

5.1. Once you have been accepted as a Joompay Account holder, you will be able to receive or, in certain cases, to request your Joompay Card.

5.2. The issuance and your use of the Joompay Card is subject to the Joompay Card Terms and Conditions and the applicable fees and charges set out in Schedule 2 (Our Fees) of these General Terms and Conditions.

5.3. You may activate and de-activate a Joompay Card using the Joompay Application. Failure to disable the Joompay Card and reporting the fact that it has been lost or stolen, without delay upon becoming aware of it being lost or stolen may mean that you lose your right to any compensation for an unauthorised Card Transaction.

## 6. Verification of Identity

6.1. Based on Joopay's assessment during the Signup you may be requested to pass simplified or normal due diligence procedures applied by Joopay in accordance with applicable regulatory requirements. If we determine that you are eligible to go through the simplified due diligence, you will have the following limitations for the use of your Joopay Account and/or Joopay Card (the **"Unverified Joopay Account Limits"**):

- The maximum amount that can be added to an account in one or several incoming transactions is EUR 150;
- When funding the account with a payment card (*Add Cash*), only EEA issued cards can be used;
- Funding cannot be done with anonymous electronic money;
- The account can only be used for the purchase of goods and services;
- The account cannot be used to complete payments to certain merchant categories determined by us (for instance financial services, money transfers, gambling and gaming);
- Transferring funds with SEPA (*Cash Out*) is not possible;
- Transferring funds to other Joopay users (*P2P Payment*) is not possible;
- The lifetime cumulative amount that can be withdrawn in cash from such an account is limited to EUR 50.

In case of incoming transactions, which when settled would have the account exceeding the limits mentioned above or if funds are coming from anonymous sources (the actual sender is not identified), the transaction will be put on hold, and the account holder will be informed that the account holder has 7 business days to complete the normal due diligence process, after which the transaction will be cancelled and the funds sent back to the sender.

6.2. In order to lift the Unverified Joopay Account Limits and enjoy the full functionality of Joopay Application, you may pass the normal due diligence procedures in the Joopay Application at any time. In certain cases (for example, when the information collected about you during the Signup has changed or when initiating a transaction in excess of Unverified Joopay Account Limits, or we consider that it is necessary for us to comply with our internal or regulatory requirements) we may request you to pass the normal due diligence procedure in the Joopay Application by providing additional information and documents. In this case, we may make the use of your Joopay Services dependent on the completion of the normal due diligence procedure. Should you decide not to complete the normal due diligence procedure, we will have the right to close your

account and, to the extent reasonably possible, send the remaining balance back to its funding source. Please note that Joompay Application and Joompay Services may be unavailable in certain countries or regions and your ability to complete the normal due diligence will be conditional on that and some other risk factors determined by Joompay at its sole discretion.

6.3. You agree to cooperate with all requests made by us or any of our third party service providers on our behalf in connection with your Joompay Account, to identify or verify your identity or validate your funding sources. This may include, but not limited to, asking you for further information and documents that will allow Joompay to identify you and verify your identity.

6.4. We reserve the right to close, terminate, suspend, or limit access to your Joompay Account and/or the Joompay Services in the event we are unable to obtain or verify such Information or documents or you do not comply with our requests.

6.5. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on your credit history. By entering into these General Terms and Conditions, you confirm that you consent to us or a third party on our behalf carrying out such verifications.

6.6. You must ensure the information and documents provided to us are always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or documents or request that you go through verification processes again. Your Transaction Limit may be adjusted accordingly while we verify your identity. We shall not be liable for any losses arising out of your failure to maintain up to date information and documents.

## **7. Paytags**

7.1. During the onboarding process you will be requested to create a Paytag enabling you to receive P2P Payments from other Joompay Users using just your Paytag. Similarly, you will be able to send P2P Payments to other Joompay Users using their Paytags. You may change your Paytag up to three times in the Joompay Application or by contacting our support service.

7.2. The Paytag you choose shall contain at least two letters or numbers and shall not:

- a. contain a third party's copyright, trademark or brand;
- b. contain a term that is similar to, or might be confused with, or otherwise infringes a third party's trademark or brand;
- c. contain a name of a public figure, government official or another well-known individual (or be similar to it), unless you are that person;
- d. be offensive, misleading or inappropriate to be used in public.

7.3. You agree that any and all intellectual property represented by the Paytag belongs to Joopay or, as the case may be, to third party owners of copyrights, trademarks and brands. Joopay reserves the right to cancel and withdraw the Paytag chosen by you any time for any reason.

## **8. Top-Ups to your Joopay Electronic Money Account**

8.1. In order to Top-Up your Joopay Account, you will need to Add Cash with an external payment method like a payment card or receive a Direct Deposit or use any other method we accept from time to time.

8.2. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can transfer and/or receive through the Joopay Services. In order to lift limits, you may need to provide us with supplemental information and documents we request.

### *Add Cash*

8.3. In order to Add Cash with a payment card, you will need to add the details of the payment card onto your Joopay Application. You may only add details of your payment card to your Joopay Application if you are the named holder of payment card. References to payment cards include credit cards, debit cards, or other payment cards, including without limitation payment cards stored in Google Pay, Apple Pay or other electronic wallets, which you register for use on the Joopay Application (so-called stored cards) and which will be used by Joopay to receive funds against which we will issue Electronic Money to your Joopay Account or for other purposes under these General Terms and Conditions.

8.4. You will have an option of using an automatic Add Cash function. You will be able set up or cancel this function at any time using the Joopay Application. The automatic Add Cash function allows you to automatically Top-Up to your Joopay Account if the balance of your Joopay Account drops below a certain amount, which you set on the Joopay Application. The Top-Up will use the payment card you choose, when you enable the automatic Add Cash function. Please make sure

that there is enough money for the Top-Up in the account your payment card is linked to.

8.5. You will be able to Add Cash to your account by creating a paylink in the Joopay Application and sharing it with third parties who don't have an account with Joopay, such as your friends and family. The person receiving the paylink will be able to enter his or her payment card details and perform an account funding transaction in your favour. You agree that the paylink may only be used for person-to-person money transfers and may not be used for payment for goods or services, debt repayment or funding a merchant account.

#### *Direct Deposit*

8.6. You may also fund your Joopay Account by you or third parties performing a credit transfer from an account you hold with a bank or other payment service provider.

8.7. Upon our receipt of the Direct Deposit, we will issue the corresponding value of Electronic Money to your Joopay Account. The IBAN details of your Joopay Account to send the money to will be provided in the Joopay Application. Please take care to enter the correct bank account details when performing the bank transfers to make sure the money reaches us. If we receive your money in a currency other than euro, then we will not be liable for any fees, costs, expenses or losses that you may incur if our bank performs a currency conversion to change the money received into euros.

8.8. You agree and acknowledge that the IBAN details of your Joopay Account are only a referencing tool provided by our banking service provider in order to allow identification by us of the relevant payment transactions done by you. The IBAN details do not constitute an actual bank account in their own right and are linked to a specific actual bank account held by us. Accordingly, the IBAN details do not constitute or create an account or other type of relationship between you and our banking service provider and do not qualify for any deposit guarantee or any other protection or compensation schemes.

## **9. Transactions**

9.1. The following are "**Account Transactions**":

- a. "**P2P Payment**" – this means you receiving Electronic Money into your Joopay Account from the Joopay Account of a different Joopay User



or sending Electronic Money from your Joopay Account to the Joopay Account of a different Joopay User; and

- b. **“Cash Out”** – this means us redeeming Electronic Money in your Joopay Account and transferring the equivalent amount of money to the Counterparty Bank Account by a credit transfer.

9.2. The following are **“Card Transactions”**:

- a. **“ATM Withdrawal”** – this means you using your Joopay Card and Card PIN to obtain cash from an ATM; and
- b. **“Card Purchase”** means you using your Joopay Card to purchase goods and/or services from a merchant by entering the details of your Joopay Card and/or your Card PIN.

9.3. Joopay may refuse to enter into an Account Transaction or a Card Transaction with you at any time and for any reason, including without limitation the following:

- a. the conditions for execution laid down in these General Terms and Conditions are not met,
- b. it appears that the execution violates contractual, statutory or other legal provisions,
- c. your instructions contain some factual error,
- d. you fail to fulfil any of your obligations towards us or other Users that arise from these General Terms and Conditions or from any other agreement between you and Joopay,
- e. the payment instruction does not comply with the forms agreed under these General Terms and Conditions,
- f. the payment order cannot be executed in full, in particular, due to the amounts available in the Joopay Account are insufficient,
- g. the funds required to execute the payment order have not effectively been received by Joopay and are e.g. withheld or blocked by third parties
- h. it appears that the payment instruction originates from an unauthorised person,

- i. the development of your financial condition or of a person financially associated with you jeopardises the prompt and complete fulfilment of your obligations,
- j. it appears that the execution of the payment instruction exposes Joompay to liability or reputation risks,
- k. a local or foreign authority (including supervisory and judicial authorities) forbids the execution of the order,
- l. third parties assert a claim on the balance in the Joompay Account,
- m. you exceed the Unverified Joompay Account Limits or other Transaction Limits, or
- n. for any reason under these General Terms and Conditions, the Joompay Account is to be blocked.

9.4. If Joompay does not execute the payment instruction, it will immediately inform you at the latest by the end of the following Business Day and, if possible, will state the reason for refusal to execute the transaction. If the rejection is based on factual errors, Joompay will inform you of a procedure for correcting these errors. Specification of the reason or reference to such a procedure can be omitted if this would constitute a breach of legal provisions by Joompay. Joompay can demand a fee for a justified rejection.

9.5. Joompay provides virtual receipts for successful Account Transactions, which are accessible on the Joompay Application. In addition to virtual receipts, merchants should provide you with receipts when you enter into a Card Purchase. Joompay will not and is under no obligation to provide you with a physical receipt or other hard copy written confirmation in connection with any Account Transaction and any other action performed by you within the Joompay Application.

## **10. P2P Payment**

10.1. You are able to send your Electronic Money to other Joompay users using either your Joompay Account balance or external payment cards stored by you in the Joompay Application.

10.2. You can issue an instruction to perform a P2P Payment by logging onto the Joompay Application and following the on-screen instructions. You will need to enter the Counterparty's unique identifier, such as a telephone number, a name (as

shown in your mobile device's address book), an email or a Paytag. in order to request a P2P Payment to be executed by us. It is your responsibility to make sure that the Counterparty's unique identifier is entered correctly. Any error may result in the P2P Payment being unsuccessful or delayed or misdirected. We shall not be liable for any losses you incur from entering an incorrect unique identifier.

10.3. If the Counterparty is already a Joopay User, you will be informed on the Joopay Application, prior to confirming your request to enter into the P2P Payment, of:

- a. the Counterparty's name;
- b. the amount of Electronic Money you wish to send to the Counterparty; and
- c. the fees for the P2P Payment, if applicable.

10.4. In order to submit the instruction for a P2P Payment, you will need to confirm the details which have been entered by following the onscreen instructions in the relevant part of the Joopay Application. Once you have provided confirmation (provided the Counterparty is a Joopay User), then at this time we will have been deemed to have received your request to perform the P2P Payment.

If the Counterparty is not a Joopay User, then the request to perform a P2P Payment shall be pending and shall not be deemed as received until the Counterparty is approved as a Joopay User eligible to receive such a transfer. The Counterparty will receive an SMS or an email with instructions on how to open a Joopay Account. You authorise Joopay to send an SMS and emails to the Counterparty on your behalf. If the Counterparty does not sign-up to Joopay, then the pending P2P Payment instruction will be deemed as not having been received by Joopay.

10.5. Once your Electronic Money has been sent, you will be able to view the completed P2P Payment in the Activity tab of the Joopay Application.

## **11. Cash Out**

11.1. You can issue an instruction to execute a Cash Out by logging onto the Joopay Application and following the on-screen instructions. You will need to enter the Counterparty Bank Account details. It is your responsibility to make sure that the details of the Counterparty and the Counterparty Bank Account (the 'unique identifiers') are entered correctly. Any error in information may result in the Cash Out being unsuccessful or delayed or misdirected. We shall not be liable for any losses you incur from entering incorrect Counterparty Bank Account details.

11.2. You will be informed on the Joompay Application, prior to confirming your instruction to execute the Cash Out, of:

- a. the details of the Counterparty Bank Account;
- b. the amount of funds you wish to send to the Counterparty; and
- c. the fees for the Cash Out, if applicable.

11.3. In order to submit the instruction to execute the Cash Out, you will need to confirm the details which have been entered by following the onscreen instructions in the Joompay Application.

11.4. The instruction to execute the Cash Out or a Cash Out via recurring payments shall be deemed to be received at the time at which you provide your instruction except that where the request to enter into a Cash Out would otherwise be deemed to be received on a day which is not a Business Day or is received after 3.00 pm, Luxembourg time on a Business Day, we have the right to treat the request to perform the Cash Out as having been received on the next Business Day.

11.5. Since the instructions relate to payments in euro we shall ensure that the amount of the Cash Out is credited to the Counterparty's payment service provider's account by the end of the Business Day following that on which your instruction to execute the Cash Out was deemed to have been received.

11.6. If the currency of the Counterparty Bank Account is different to euro, then as part of the Cash Out the payment service provider of the Counterparty or, as the case may be, our payment service provider shall perform a foreign currency exchange. The conversion fees will be borne by you.

11.7. You may revoke your instruction to execute a Cash Out at any time prior to the end of the Business Day prior to the date upon which the Cash Out is due to take place. After this point in time your instruction is irrevocable.

11.8. Once the Cash Out has been completed, you will be able to view the completed Cash Out in the Activity tab of the Joompay Application.

11.9. If, for whatever reason, the funds that have been converted into a currency other than euro pursuant to Clause 11.6 above are not deposited in the Counterparty Bank Account and are returned to Joompay in such other currency, they will be converted into euro as the currency of the Electronic Money they were originally withdrawn from. Due to the difference in price for purchasing and selling currencies and/or fluctuations in currency exchange rates, the amount of Electronic Money you receive back into your Joompay Account may be more or

less than what was originally redeemed to perform the Cash Out. Fees and foreign currency exchange losses resulting from this conversion are borne by you. Joompay is not liable for any losses you incur in this respect.

## **12. ATM Withdrawal**

12.1. You can use your Joompay Card to withdraw cash from an ATM. In such an event we will redeem Electronic Money in your Joompay Account and you will be provided with the equivalent amount of cash. You will need to follow the instructions on the ATM machine to perform the ATM Withdrawal. This may involve entering your Card PIN.

12.2. Each ATM Withdrawal will be subject to the fee set out in the Schedule 2 (Our Fees).

12.3. If you choose to withdraw cash in a currency other than the currency for which you hold enough Electronic Money in your Joompay Account, then the ATM provider will determine the currency exchange rate and invoice additional fees which will be borne by you.

## **13. Card Purchase**

13.1. You can use your Joompay Card to purchase goods and/or services from a merchant either online or at a point of sale terminal anywhere that accepts the Joompay Card. In such an event we will redeem Electronic Money in your Joompay Account and the merchant will be sent, less any fees charged by Joompay (acting as Card Issuer), the equivalent amount of money. You will need to follow the instructions on the relevant website or point of sale machine to perform the Card Purchase. This may involve you entering the details of Joompay Card (the card number, expiry date and CVC number) or your Card PIN.

13.2. If you choose to be charged for your purchase in a currency other than euro, the merchant or its payment service provider will determine the currency exchange rate and invoice additional fees which will be borne by you.

## **14. Request Cash**

14.1. You can request a payment from another Joompay User by using the "*Request Cash*" function or the "*Split Bill*" function or other functions made available to you from time to time on the Joompay Application. You should only use this function for amounts owed to you and that are due for payment in full.

14.2. If you receive Electronic Money into your Joompay Account, we will send a notification in the Joompay Application and display the payment in your Activity tab.

## **15. Your Balance and Transactions in Excess of Your Balance**

15.1. You acknowledge that balances and available funds reported on the Joompay Application are only approximate real time balances rather than the settled balances in your Joompay Account. A real time balance may not take into account pending debits and credits. Joompay will provide you with information on pending debits and credits as soon as it has that information. Joompay may at any time adapt the balances, including re-debiting credited amounts in case funds are not received by Joompay or funds are retransferred by Joompay, e.g. as a result of transaction reversals. A transaction reversal can take place, amongst others, if there is a transaction reversal on the means of payment used for a Top-Up of your Joompay Account. The circumstances under which a transaction reversal can be made are amongst others determined under the contractual or legal provisions applicable to the means of payment used (e.g. payment cards or bank accounts). Joompay is not bound to check the validity or legality of such transaction reversals and you accept to bear all consequences from such reversals.

15.2. If for any reason you perform a Card Transaction in excess of the remaining balance in your Joompay Account (for example, but not limited to, if the Card Transaction amount is different between the authorization date and the clearance and settlement date) your account balance will be zero and we will inform you of the amount you owe to us. You agree to immediately Top-Up the required amount to cover it, such amounts being due without the need for previous notification. If you fail to do so:

- a. we may exercise our right of set-off;
- b. initiate a chargeback procedure for any specific transaction which was in excess of the remaining balance;
- c. take debt collection measures including but not limited to mandating a debt collection agency or lawyers or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts;
- d. if Joompay requests that you complete a Top-Up in order to cover an amount due to Joompay and you fail to do so within 7 Business Days, you

authorise us to initiate a payment transaction for the amount due from one of your payment cards or bank accounts.

## **16.Promotions**

16.1. From time to time, we may offer referral programs, incentives for inviting others to use Joompay Services, sweepstakes or other promotions. Any bonuses or incentives under such promotions shall be subject to the then current terms applicable to them, if any, and otherwise at our sole discretion. We reserve the right to amend, suspend or discontinue such promotions at any time.

## **17. Security**

17.1. You must ensure that you take all reasonable steps to:

- a. ensure that your Mobile and your Passcode is kept safe and secure;
- b. ensure that access to the Joompay Application is kept safe and secure; and
- c. ensure your Joompay Card PIN and other unique numbers (including CVC, expiry and card number) are kept safe and secure.

17.2. The requirement in Clause 17.1 includes, but is not limited to, for the avoidance of doubt:

- a. closing the Joompay Application every time you are not using it;
- b. keeping the Mobile you use to gain access to the Joompay Application safe and secure and locked with a secure password or other security mechanism;
- c. not writing down or telling anyone your Passcode;
- d. changing your Passcode regularly;
- e. if you receive any SMSs or emails, questionnaires, surveys, or other links that require you to provide your Passcode, not providing your information and contacting our customer services team via [support\\_me@joompay.com](mailto:support_me@joompay.com);
- f. ensuring that the Mobile and e-mail account(s) you use to communicate with us are secure and only accessed by you, as the Mobile and e-mail address may be used to reset your Passcode or to send information relating to the security of the Joompay Application;

- g. if at any time you think that your Passcode has been lost, stolen or any other person knows your Passcode or anyone has access to your e-mail account or Mobile you use to communicate with us, informing customer services immediately via [support\\_me@joompay.com](mailto:support_me@joompay.com);
- h. keeping your Joompay Card safe and secure;
- i. not writing down or telling anyone your Card PIN or details of the Joompay Card; and
- j. disabling your Joompay Card via the Joompay Application or otherwise reporting to us, at any time if you think the security of the Joompay Card is at risk, for example, if it is lost or stolen;

17.3. All Account Transactions and Card Transactions are processed by automated methods, and anyone who obtains access credentials to the Joompay Application or access to a Joompay Card could use it to enter into Account Transactions or Card Transactions without your permission. If you notice misuse, theft or unauthorised use of your Mobile, Joompay Card, Passcode or Card PIN or any other activity that makes you suspicious, you must contact the customer services team and, if possible, enable the appropriate security features on the Joompay Application. If you suspect identity theft or theft of Electronic Money, we suggest that you contact your local police as well.

## **18. Restrictions on the Use of the Joompay Services**

- 18.1. It is not permitted to (the “**Restricted Activities**”):
- a. use the Joompay Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products or services prohibited by law. Joompay will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;
  - b. use the Joompay Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;



- c. breach these General Terms and Conditions, the Joompay Card Terms and Conditions and other Supplements (as applicable) or any other agreement or policy that you have agreed with Joompay;
- d. create more than one Joompay Account without our prior written consent;
- e. use the Joompay Services to violate any law, statute, ordinance, or regulation or other form of decision or guidance of governmental authorities including courts;
- f. infringe Joompay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- g. act in a manner that is defamatory, libellous, threatening or harassing when using the Joompay Services;
- h. provide us with false, inaccurate or misleading information;
- i. instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
- j. control a Joompay Account that is linked to another Joompay Account that has engaged in any of these Restricted Activities;
- k. conduct your business or use the Joompay Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to Joompay, other Users, third parties or you;
- l. use your Joompay Account or the Joompay Services in a manner that Joompay, Visa, MasterCard or any other card scheme or electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- m. take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; or interfere or attempt to interfere with the Joompay Services;

- n. take any action that may cause us to interruption, suspension and/or termination of any of the services from our Internet service providers, payment processors, or other suppliers;
- o. use the Joopay Services to test payment card behaviours;
- p. circumvent any Joopay policy or determinations about your Joopay Account including, but not limited to, attempting to create a new or additional Joopay Account when you already owe certain unsettled amounts to Joopay or if your Joopay Account has been restricted, suspended or otherwise limited; creating new or additional Joopay Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Joopay Account;
- q. harass our employees, agents, consultants, counterparties or other Users;
- r. refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- s. use the Joopay Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable laws and regulations;
- t. refuse or fail to provide further information or documents about you that we may reasonably request;
- u. conduct your business or use the Joopay Services in a manner that leads us to receive a disproportionate number of claims or chargebacks;
- v. have a credit score provided by a third party provider of Joopay's choosing which indicates a higher level of risk associated with your use of the Services;
- w. reveal your Passcode or Card PIN to anyone or use anyone else's Joopay Application or Joopay Card;
- x. Go into negative balance in relation to your Joopay Account.

18.2. You must ensure that you only enter into Account Transactions or Card Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via an Account Transaction is not an indication of the legality of the supply or provision of the goods and services.

18.3. We reserve the right to refuse to perform an Account Transaction directly or indirectly associated with any Restricted Country.

18.4. If Joompay, in its sole discretion, believes that you may have breached the provision of this Clause on the restrictions on the use of the Joompay Services, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:

- a. closing, suspending, or limiting your access to your Joompay Account or any or all of the Joompay Services.
- b. contacting other Users who have transacted with you; contacting your bank or payment card issuer; and/or warning other Users, law enforcement agencies, or impacted third parties of your actions;
- c. updating inaccurate Information you have provided to us;
- d. taking legal action against you;
- e. terminating these General Terms and Conditions or your access to the Joompay Application;
- f. fully or partially reversing an Account Transaction; and/or
- g. blocking your access to your Joompay Account and/or Joompay Application temporarily or permanently.

18.5. Where possible, Joompay will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the applicable law including avoiding disclosing protected third party information or interfering in the course of an investigation.

## **19. Transaction Limits**

19.1. We reserve the right to impose at our sole discretion Transaction Limits, based on criteria determined by us and that do not have to be disclosed.

19.2. You may be able to view some of these Transaction Limits by logging onto the Joompay Application. Joompay may, from time to time, provide you with procedures or methods to remove or increase such limits. We reserve the right to remove Transaction Limits from the Joompay Application.

## **20. Suspending Your Use of the Joompay Services**

20.1. We reserve the right to change, suspend or discontinue any aspect of the Joopay Services at any time, including hours of operation or availability of the Joopay Services or any Joopay Services feature, without notice and without liability, provided that you will retain at least one method of redemption of Electronic money in your account.

## **21. Our Right to Set-Off and Right of Pledge**

21.1. Joopay may set-off any amount you owe us with any Electronic Money held in your Joopay Account and any other amounts we may owe you.

21.2. If for whatever reason we are unable to exercise our right of set-off, we may initiate a payment transaction for the amount we are due to be compensated by you from one of your stored payment cards or bank accounts.

21.3. In order to secure all existing, future and conditional claims arising against you, Joopay has a right of pledge on your claims as part of using the Joopay Services (e.g. payment of the balance of the Joopay Account). Joopay is entitled to enforce its right of pledge in whole or in part, immediately and without giving a notice or deadline to you.

## **22. Our Liability with Respect to Unauthorised Transactions**

22.1. We assume that all Transactions are authorised by you unless you notify us or we noticed otherwise.

22.2. If you believe that a Transaction has been incorrectly executed or was not authorised by you, you must inform us immediately (and in any case not later than within 13 months from the date of the Transaction) upon becoming aware of such transaction giving rise to a claim via the in-app chat or by email at [support\\_me@joopay.com](mailto:support_me@joopay.com). Failure to notify us immediately on becoming aware or within the 13 months of the date of the unauthorised or incorrectly executed Transaction will result in you losing your entitlement to have the matter corrected, and will be deemed as approval and ratification and the information provided to you will be deemed to be irrevocably correct so that you cannot directly or indirectly challenge these transactions. In case you do not notify us within 5 business days upon becoming aware of the relevant transactions you will not be considered as having notified us immediately as required by this Clause.

22.3. Where it is established that a Transaction was not authorised by you, or was incorrectly initiated or executed by us (provided we can prove such incorrect transaction has taken place) and you have notified us in accordance with Clause

22.2 immediately upon becoming aware and in any case within 13 months of the date of the unauthorised Transaction, unless Clause 22.4 applies, we shall refund to you the amount debited without authorisation and, where applicable, take any other action necessary to restore your account to the state it would have been in had the unauthorized or erroneous transaction not taken place.

22.4. However, without prejudice to Clause 22.3 above, where there is a high suspicion of an unauthorised transaction resulting from your fraudulent behaviour and where that suspicion is based on objective grounds which are communicated to the relevant authority, we shall conduct, within a reasonable time, an investigation before making a refund of the transaction.

22.5. You will be liable for:

- a. all losses incurred in respect of an unauthorized Transaction if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out in Clause 17 or you have not notified us on time in accordance with Clause 22.2; and
- b. where Clause 22.5 (a) does not apply, up to €50 of any losses incurred in respect of each unauthorized Transaction, resulting from the use of a lost or stolen payment instrument or from the misappropriation of a payment instrument, or where you have otherwise failed to comply with your obligations under Clause 17.

22.6. We will not be liable to you for any loss arising from any unauthorised Transaction where you acted fraudulently or where, with intent or gross negligence, you failed to use your account in accordance with these General Terms and Conditions.

## **23. General Liability**

23.1. We shall not be liable for non-execution or defective execution in relation to a P2P Payment or a Cash Out we have made in accordance with a unique identifier given to us by you which proves to be incorrect. However, we shall make reasonable efforts to recover funds involved in that transaction and may charge you for doing so, including passing on to you charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.

23.2. We are not liable to you for the correct execution of a P2P Payment, a Cash Out, an ATM Withdrawal or a Card Purchase, if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will

however, upon your request, make efforts to trace any non-executed or defectively executed payment transactions or any Cash Outs which were correctly executed to an account which is deemed fraudulent and notify you of any outcome involving our search.

23.3. In the event of an incorrect execution of a payment order, Joompay, with the exclusion of a refund, can also initiate measures for corrective action to the extent possible if the payment order contains all the information necessary to take corrective actions in relation to the relevant incorrect execution, particularly in cases where Joompay has transferred an amount that is different from the amount specified in the payment order.

23.4. We are liable to you for the correct transmission of a payment order representing a Top-Up via payment card within the relevant time limit. Where we are liable, we will immediately re-transmit the payment order in question.

23.5. We shall not be liable to you for any:

- a. delay or failure to perform our obligations under these General Terms and Conditions (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any Force Majeure Event, bank delay, technical failures including IT failures of either third party service providers used by the Company or of the Company, provided that such a technical failure of the Company is resolved within twenty-four (24) hours, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances; or
- b. consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of us failing to perform our duties under an Account Transaction; or
- c. losses as a result of a requirement imposed on us by the 2009 Law or our obligations under the laws of any EEA state or other jurisdiction.

23.6. You are responsible for all liabilities, financial or otherwise, incurred by Joompay, a Joompay User, or a third party caused by or arising out of your breach of these General Terms and Conditions, your use of the Joompay Services, and any use of your Joompay Account. You agree to reimburse Joompay, a Joompay User, or a third party for any and all such liability, to the extent not prohibited by applicable law.

23.7. You remain liable under these General Terms and Conditions in respect of all charges and other amounts incurred through the use of your Joompay Account at any time, irrespective of termination, suspension or closure.

23.8. You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Joompay Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for fulfilment of all tax obligations independently. Joompay shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applicable to you.

23.9. You agree to defend, indemnify, reimburse and compensate us and hold Joompay, our third-party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including but not limited to legal fees) made or incurred by any third party due to or arising out of your breach of these General Terms and Conditions, breach of any law and/or use of the Joompay Services.

23.10. Nothing in these General Terms and Conditions shall operate to exclude liability for fraud or gross negligence or for any liability that cannot be excluded or amended by law.

23.11. In no event shall Joompay be liable for loss of profits or any special, incidental or consequential damages arising out of these General Terms and Conditions or otherwise in connection with the Joompay Services, howsoever arising.

23.12. To the extent permitted by applicable law, Joompay is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- a. your inability to use the Joompay Services for whatever reason;
- b. delays or disruptions in the Joompay Services;
- c. glitches, bugs, errors, or inaccuracies of any kind in the Joompay Services;
- d. the content, actions, or inactions of third parties;
- e. a suspension or other action taken with respect to your Joompay Account or Joompay Services;

- f. your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these General Terms and Conditions or Joompay's policies;
- g. illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

## **24. Withdrawing Funds**

24.1. You may withdraw funds from your Joompay Account by performing a Cash Out and choosing one of your bank accounts as the Counterparty Bank Account or by using any other available method on the Joompay Application or otherwise notified to you from time to time.

24.2. Joompay is not responsible for the withdrawal payment once the funds are received by your payment service provider as Joompay is the payer and not the payment service provider for withdrawals.

## **25. Closing Your Account**

25.1. If your Joompay Account holds a positive balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which your Joompay Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your Joompay Account. Joompay reserves the right to consign any remaining funds with the Caisse de Consignation (the Luxembourg State Treasury).

25.2. You may not close your Joompay Account to evade an investigation. If you attempt to close your Joompay Account while Joompay is conducting an investigation, it may freeze the account to protect all parties to the Joompay Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your Joompay Account even after it is closed.

## **26. Notice and Communications**

26.1. You agree and consent to the electronic receipt of all Communications that we provide in connection with the Joompay Services. We will provide Communications to you by messaging function of the Joompay Application and by emailing them to you at the primary email address listed in your Joompay Account Profile.

26.2. It is your responsibility to ensure that you log onto the Joompay Application regularly and regularly review the Joompay Application and your primary email



address and open and review communications that we deliver to you through those means. You are obligated to review your notices and Activity, and to promptly report any questions, apparent errors, or unauthorised Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

26.3. We may contact you from time to time to notify you of changes or information regarding your Joompay Account. It is your responsibility to ensure you regularly check the Joompay Application and that your contact information stored on your profile in the Joompay Application is up to date. You may contact us in accordance with these General Terms and Conditions via [support\\_me@joompay.com](mailto:support_me@joompay.com).

## **27. Data**

27.1. The processing of your data is governed by these General Terms and Conditions, any applicable Supplements as well as our Privacy Policy.

27.2. Joompay reserves the right to transmit information and documents or personal data about you as well as activity in your Joompay Account to law enforcement institutions, state authorities and financial institutions, if such is necessary to comply with relevant legislation, and in order to identify whether these General Terms and Conditions and relevant legislation have not been violated.

27.3. By providing Joompay with a telephone number (including a mobile telephone number), you agree to receive autodialed and pre-recorded message calls at that number. The ways in which you provide us a telephone number include, but are not limited to, providing a telephone number at Joompay Account opening, adding a telephone number to your profile on your Joompay Application at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number, for Joompay Services-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent and we will never market, advertise, or solicit you using autodialling or pre-recorded messages, but we may share your phone numbers with our affiliates or with other service providers, such as billing or collections companies, who may contact you using autodialled or pre-recorded message calls or text messages.

27.4. Joompay is subject to professional secrecy obligations. Joompay will therefore not disclose any personal, banking, financial data and other information

relating to the business relationship with you described in our Privacy Policy (the "**Information**") to third parties, except if the disclosure of the Information is in accordance with or required by applicable law, upon instruction, or with your consent. In order to provide you with optimal service and high-quality standards, to comply with regulations, and to benefit from the technical resources of qualified specialists, Joompay may outsource all or part of certain tasks or activities to third parties or otherwise engage third parties for provision of their services to Joompay, either in Luxemburg or abroad, including in Estonia, Latvia, Germany, Republic of Cyprus, Ireland, UK, British Virgin Islands, Isle of Man, the USA, the Russian Federation, Ukraine (the "**Service Providers**"). By accepting these General Terms and Conditions you hereby expressly agree and authorise Joompay to engage Service Providers and to transfer and disclose the Information to the Service Providers as well as to their employees and other persons working for these entities. The Information will be transferred and/or made available to the Service Providers for as long as you maintain a relationship with us. A revocation of your consent must be sent to Joompay in writing, and this will constitute a notice of termination of the relationship, without prejudice to Joompay's right to maintain the information transmitted to the Service Providers for the retention period imposed by the Joompay's internal procedures and/or the applicable laws.

## **28. Intellectual Property**

28.1. Joompay owns or licenses the Joompay Application and all intellectual property (for example, the application itself, the images, logos etc.) contained therein, including but not limited to any content. You may not copy, imitate, or use them without our prior written consent.

28.2. Nothing in these General Terms and Conditions grants you any legal rights in the Joompay Application, other than as necessary to enable you to access the Joompay service. You agree not to:

- a. copy, modify, create any derivative work of the intellectual property;
- b. reverse engineer, decompile or disassemble the software;
- c. rent, lease or lend the software as well as other intellectual property;
- d. transfer the intellectual property or this agreement to any third party;
- e. adjust or try to circumvent or delete any notices contained in the Joompay Application (including any intellectual property notices) and in particular in

any digital rights or other security embedded or contained within the Joompay Application.

## **29. Requesting Information**

29.1. You may request, at any time during the extent of these General Terms and Conditions, a copy of these General Terms and Conditions and any of the information to be provided under the 2009 Law.

## **30. Customer Support and Complaints**

30.1. If you have any questions or issues with the Joompay Services you may contact our Customer Service via the in-app chat service or by email at [support\\_me@joompay.com](mailto:support_me@joompay.com).

30.2. We take all complaints seriously. Therefore, if the Customer Service is unable to resolve the issue to your satisfaction you can raise a complaint by following the steps described in the Joompay Complaint Resolution Procedure available at <https://joompay.com/v2/complaints>.

## **31. Amendments to These General Terms and Conditions**

31.1. These General Terms and Conditions may be amended unilaterally by us in particular in the event of changes in legal and regulatory provisions or in case law, changes to market practice or market conditions, by providing you with two months' notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us to the contrary. If you do notify us to the contrary, your notification will be deemed to be a notice that you wish to close your Joompay Account and terminate these General Terms and Conditions on the date upon which the changes are to take effect.

31.2. Where an amendment to these General Terms and Conditions is required by law or relates to the addition of a new service, extra functionality to the existing Service, a reduction in the cost of the Services or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.

## **32. Fees**

32.1. The fees we charge for the Joompay Services are set out in the Schedule 2 (Our Fees) to these General Terms and Conditions. We will provide you with notice

of any changes to the Schedule 2 (Our Fees) in accordance with these General Terms and Conditions. It is your responsibility to stay informed and review these changes once we have provided you notice of a change to our fees.

32.2. The fees we charge for any other transactional fees are clearly shown on the Joompay Application prior to you completing an action and accepted by you.

32.3. We shall deduct the fees that you owe us from your Joompay Account. If there are not enough funds or Electronic Money in your Joompay Account to pay your fees in any currency, then we shall take our fee from your stored payment card or bank account. We reserve the right to suspend your access to your Joompay Services if we are not paid any monies owing to use by you on time.

32.4. Fees for the delivery of replacement of Joompay Cards shall be charged at the time the request for Joompay Card is made. If your Joompay Account balance is insufficient to cover the fees for the delivery of the replacement of the Joompay Card, then we may refuse to issue or replace the Joompay Card. If your Joompay Card has been lost, stolen or misappropriated we will only charge you for the costs associated with replacing your Joompay Card and sending it to your country of residence.

32.5. ATM Withdrawal fees will be charged at the time the ATM Withdrawal is performed. If your Joompay Account balance is insufficient to cover the ATM Withdrawal fees, we may refuse to execute the ATM Withdrawal. Please be aware that some ATM providers charge additional fees for the use of their ATMs and some merchants add a surcharge for accepting certain types of cards. You may also be subject to merchant's terms and conditions of business when you use the Joompay Card and it is your responsibility to review and agree these before proceeding with a Card Transaction.

### **33. No Warranty**

33.1. The Joompay Services are provided on an "as is," "as available" basis and without any representation or warranty, whether express, implied or statutory. Joompay, and the officers, directors, agents, joint venturers, employees and suppliers of Joompay, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the Joompay Services used on or accessed through the Joompay Services, or for any breach of security associated with the transmission of sensitive information through the Joompay Services.

33.2. Joopay does not warrant that the Joopay Services will be uninterrupted or error free. Joopay shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Account Transactions, Card Transactions or the Joopay Services.

33.3. Joopay does not have any control over the products or services that are paid for using the Joopay Services, i.e. Joopay cannot be held responsible for the products or services that you purchase from third parties using the Joopay Services.

33.4. Joopay is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Joopay Services.

## **34. Termination**

34.1. Joopay, in its sole discretion, may terminate these General Terms and Conditions at any time, by giving you two months' notice. The termination of these General Terms and Conditions will not affect any of our rights or your obligations arising under these General Terms and Conditions.

34.2. You may terminate these General Terms and Conditions at any time by providing us with one month's notice, such notice to be provided using [support\\_me@joopay.com](mailto:support_me@joopay.com).

34.3. Without prejudice to any rights that have accrued under these General Terms and Conditions, or any party's other rights or remedies, either party may at any time terminate these General Terms and Conditions with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of these General Terms and Conditions and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b. the other party repeatedly breaches any of the terms of these General Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these General Terms and Conditions;
- c. the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or

- d. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these General Terms and Conditions.

34.4. Without prejudice to any rights that have accrued under these General Terms and Conditions or any of the party's rights or remedies, we may at any time terminate these General Terms and Conditions with immediate effect by giving written notice to you if:

- a. we are unable to verify your information in the manner set out in these General Terms and Conditions;
- b. we have reason to believe that your use of the Joopay Services damages, corrupts, degrades, destroys and/or otherwise adversely affects the Joopay Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
- c. there is a significant fluctuation (either positive or negative) in the aggregate number of Transactions you enter into;
- d. you present an unacceptably high risk for Joopay;
- e. you have acted or omitted to act in any way which we reasonably determine to diminish Joopay's business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
- f. we are unable to provide the Joopay Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the Joopay Services to you.

34.5. Other actions we may take. If you have breached the terms of these General Terms and Conditions (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these General Terms and Conditions, or we may: suspend your use of the Joopay Services (in whole or in part) in which case we will not treat any order for an Account Transaction that you may wish to make as being received by us; report any Account Transaction, Card Transaction or any other relevant information about you and your use of the

Joompay Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or if appropriate, seek damages from you.

34.6. Termination of these General Terms and Conditions requires the closing of your Joompay Account and the termination of all Joompay Cards and the associated Joompay Card Terms and Conditions (as applicable). Joompay will deal with your remaining balance in accordance with these General Terms and Conditions and the applicable laws, however, in certain cases where we terminate these General Terms and Conditions pursuant to Clause 34.4 you may be unable to access your remaining balance or we may be unable to release the funds until the applicable requirements are satisfied.

34.7. Any terms which by their nature should survive, will survive the termination of these General Terms and Conditions.

## **35. Third Party Providers**

35.1. You can choose to allow a Third Party Provider (TPP) to access information on your Joompay Account, to combine and display information about your Joompay Account with information from accounts you have with other payment service providers, and, if applicable to your Joompay Card, to make payments for you from your Joompay Account, provided the TPP is authorised by a European regulator and you have given your explicit consent.

35.2. If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so we can take steps to stop further misuse of your Joompay Account and your Joompay Card and arrange any refund you've been entitled to.

35.3. If you are thinking of using a TPP, it is important you check with the applicable regulator whether it is authorised before you use it.

35.4. We can refuse or stop access to a TPP if we're concerned it is not authorised or if we believe it's fraudulent or acting fraudulently. If that happens, we'll contact you to explain why unless we believe that would compromise our security or it would be unlawful.

## **36. Miscellaneous**

36.1. In order to use other functions of the Joompay Services, you may be requested to accept other terms and conditions, either with Joompay or with a third party.

36.2. To be eligible to use the Joompay Services, you must:

- a. pass our regulatory due diligence checks;
- b. not be in breach of these General Terms and Conditions; and
- c. not have had any previous Joompay Account closed by us.

36.3. These General Terms and Conditions shall be governed by the laws of Luxembourg and all legal disputes arising out of or relating to these General Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg, unless Joompay initiates proceedings before the courts of any other state, which are competent under the general jurisdiction rules, in particular under the relevant European regulations or conventions.

36.4. Claims against Joompay are subject to a limitation period of three (3) years. The limitation period starts from the date of the act or omission with which Joompay is charged. Any claim brought before the court after the last day of the limitation period will be deemed statute-barred. Your right to have the positive balance of your Joompay Account paid out (without prejudice to the application of set-off, pledge and similar rights by Joompay) at any time upon request will remain unaffected.

36.5. These General Terms and Conditions do not intend to confer any benefit on any third party.

36.6. The Electronic Money in your Joompay Account belongs to the person who is registered as the Joompay Account Holder, which must be you. We recognise only the rights of the holder of the Joompay Account. You cannot assign or transfer legal ownership of the Joompay Account to anyone.

36.7. It is your responsibility to determine what, if any, taxes and other obligatory contributions apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Account Transactions and Card Transactions, or for collecting, reporting or remitting any taxes arising from any Account Transactions or Card Transactions. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Joompay Services, including without limitation, the reporting and payment of any taxes arising in connection with Account Transactions or Card Transactions made through the Joompay Services.



36.8. If we fail to enforce any of our rights under the General Terms and Conditions, or applicable laws, it shall not be deemed to constitute a waiver of such right.

36.9. You may not transfer or assign or sell any rights or obligations you have under these General Terms and Conditions or otherwise grant any third party a legal or equitable interest over your Joompay Account without Joompay's prior written consent. Joompay reserves the right to transfer or assign these General Terms and Conditions or any right or obligation under these General Terms and Conditions at any time.

36.10. We may comply with any subpoena, levy, or other legal process which we receive from any jurisdiction and regardless of whether such measure has a legally binding or mandatory nature on the Luxembourg territory. We may notify you of such process electronically, by phone, or in writing.

36.11. Joompay has the right to change any of its third-party service providers, including without limitation the Card Processor, with or without notice.

36.12. Unless stated otherwise in these General Terms and Conditions, if any provision of these General Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

36.13. Clause, Schedule and paragraph headings shall not affect the interpretation of these General Terms and Conditions.

36.14. A person refers only to natural persons (individuals) and not to legal persons such as companies or public authorities.

36.15. The Schedules form part of these General Terms and Conditions and shall have effect as if set out in full in the body of these General Terms and Conditions . Any reference to these General Terms and Conditions includes the Schedules.

36.16. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

36.17. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

36.18. These General Terms and Conditions shall be binding on, and inure to the benefit of, the parties to these General Terms and Conditions and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

36.19. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

36.20. A reference to writing or written includes email, SMS and paper communication.

36.21. Electronic records and documents created by Joopay shall be considered as accepted evidence and shall be sufficient evidence of notifications and instructions by you, and of the fact that the transactions referred to in such electronic records and documents were carried out in accordance with your instructions. Electronic records or other records effected by Joopay on the basis of original documents shall have the same value in evidence as an original written document.

36.22. Notwithstanding the provisions of Article 1341 of the Civil Code, Joopay shall, whenever useful or necessary, be entitled to prove its allegations by any means legally admissible in commercial matters, such as witness statements, affidavits, electronic records and any other suitable documents.

36.23. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

36.24. These General Terms and Conditions shall be concluded and interpreted in the English language. If these General Terms and Conditions are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.

36.25. Any reference to a Luxembourg legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Luxembourg, be deemed to include a reference to that which most nearly approximates to the Luxembourg legal term in that jurisdiction.

36.26. A reference to these General Terms and Conditions or to any other agreement or document referred to in these General Terms and Conditions is a reference to these General Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these General Terms and Conditions) from time to time. References to Clauses and Schedules are to the Clauses and Schedules of these General Terms and Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

36.27. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

36.28. Supplements to these General Terms and Conditions are an integral part of these General Terms and Conditions, under which you and Joompay agree on usage of specific services as defined in the Supplements.

36.29. The definitions set out Schedule 1 apply to these General Terms and Conditions.

## Schedule 1 – Definitions

**“Add Cash”** – means a Top-up of your Joompay Account with a payment card;

**“Business Day”** – means a day, other than a public holiday in Luxembourg, when banks in Luxembourg are open for business.

**“Card Issuer”** means Joompay which is licensed by a card scheme to issue Joompay Cards and manage the associated funds across the Visa network.

**“Card PIN”** means personal identification number, which is associated with your Joompay Card and allows you to enter into Card Transactions.

**“Card Processor”** means a third-party payment network card (e.g., GPS) processor.

**“Communications”** means information provided relating to your Joompay Account or any Account Transaction or Card Transaction, including: any agreements and policies you agree to, (e.g., these General Terms and Conditions) including updates to these agreements or policies; disclosures and notices, including prospectuses and reports for transaction receipts or confirmations; Joompay Account statements and history; and payments authorizations and transaction receipts or confirmations; documents; and any other information related to your Joompay Account or the Joompay Services.

**“Counterparty”** means the person you wish to send Electronic Money or money to.

**“Counterparty Bank Account”** means a bank or other payment account of the Counterparty.

**“CSSF”** means the Commission de Surveillance du Secteur Financier, the Luxembourg prudential supervisory authority of the financial sector whose address is: 283, route d’Arlon L-1150 Luxembourg, Grand-Duchy of Luxembourg. Further information on the CSSF can be obtained on the CSSF’s website at [www.cssf.lu](http://www.cssf.lu)

**“Electronic Money”** means electronically stored value represented by a claim against Joompay.

**“Force Majeure Event”** means an event which is beyond the reasonable control of an affected party including without limit any market disruption, acts or restraints of national or foreign government(s) or public authorities including courts, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion,

terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or systems.

**"Information"** means any confidential and/or personally identifiable information or other information, including but not limited to the following: first name, surname, email address, date and place of birth, tax identification number, billing/shipping address, phone number and financial information.

**"Joompay", "we," "us," or "our"** means Joompay Europe S.A., the details of which are set out in Clause 2.1.

**"Joompay Account"** means your relationship with us as described in these General Terms and Conditions and in particular the accounts held with us in which Electronic Money are held.

**"Joompay Account Profile"** means your profile, accessible on the Joompay Application where you can view, among other things, your personal details security settings.

**"Joompay Application"** means the mobile application for iOS and Android owned or licensed by Joompay.

**"Cash Out"** has the meaning set out in Clause 9.1.(b)

**"Joompay Card"** means either physical or virtual Joompay Card as offered in the Joompay Application.

**"Card Transactions"** means the transactions defined in Clause 9.2 of these General Terms and Conditions.

**"Joompay Card Terms and Conditions"** means the terms and conditions between you and Joompay (acting as Card Issuer) relating to the issuance to you and the use by you of the Joompay Card enclosed as Schedule 3.

**"Joompay Services"** means you being given access to the Joompay Application and being able to enter into Account Transactions, you being issued with a Joompay Card and being able to enter into Card Transactions and the management of your Joompay Account and any other services provided by Joompay to you from time to time.

**"Account Transactions"** means the transactions defined in Clause 9.1 of these General Terms and Conditions.

**“Activity”** means the list of Account Transactions and Card Transactions you have entered into, which is available on the Joopay Application in a separate tab.

**“Transaction”** means any of the Account Transactions or Card Transactions, such as a P2P Payment, a Cash Out, an ATM Withdrawal or a Card Purchase.

**“Transaction Limits”** means the limits Joopay imposes on the Account Transactions and Card Transactions you can enter into (including, without limitation, the Unverified Joopay Account Limits), the details of some of which will be set out on the Joopay Application.

**“Joopay User”** means a user of Joopay which is not you.

**“Mobile”** means your smartphone or other electronic device upon which you have downloaded the Joopay Application.

**“Passcode”** means your personal identification number which is entered onto the Joopay Application to gain access to the latter.

**“Paytag”** means a unique identifier assigned to you and to each Joopay User starting with “&” symbol and enabling the associated user to send and receive P2P Payments with this identifier.

**“Privacy Policy”** means our privacy policy which can be found on <https://joopay.com/v2/privacy>.

**“Restricted Country”** means a country that is either subject to EU or OFAC sanctions, or restricted by Visa, MasterCard or other payment schemes, or is considered by Joopay in its sole discretion to be subject to a greater money laundering and terrorist financing risk.

**“Supplement(s)”** means an agreement between Joopay and you for the provision of separate services by Joopay or one of its partners to you.

**“SignUp”**: sign-up process to be completed on the Joopay Application to apply for the opening of a Joopay Account and to be provided with the Joopay Services, during which you i.a. provide us with information and accept these General Terms and Conditions.

**“Top-Up”** means you or a third-party sending money to us in return for us issuing Electronic Money to your Joopay Account.

**“User”, “you” or “your”** means you being the individual that has agreed to these General Terms and Conditions to use the Joopay Services.

**“User Bank Account”** means a bank account belonging to you.

**“Website”** means our general website, the web address of which is [www.joompay.com](http://www.joompay.com)

**“2009 Law”** means the Luxembourg law of 10 November 2009 on payment services, as amended.

## Schedule 2 – Our Fees

### 1. Management of the account

Account opening	€0
Account maintenance	€0
Customer service	€0
Notifications	€0

### 2. Providing a debit card

Card issuance	€0
Monthly fee	€0
Per purchase fee	€0
Currency conversion fee	€0
Extra virtual card	€0
Plastic card delivery	€5
Plastic card replacement	€3

### 3. Adding money

Add cash from a consumer EEA card	€0
Add cash from Google Pay/ Apple Pay	€0
Add cash from a non-EEA card	3%
Add cash from a commercial card	3%
Direct deposit by SEPA credit transfer	€0
Receive P2P Payment	€0
Receive payment from a consumer EEA card	€100 per month free, then 1% + €0.01
Receive payment from a non-EEA card	3% + €0.01



Receive payment from a commercial card	3% + €0.01
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#### 4. Sending money

P2P Payment from Joopay balance	€0
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P2P Payment from a consumer EEA card	€0
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P2P Payment from a commercial card	3%
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P2P Payment from a non-EEA card	3%
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Cash out by SEPA credit transfer	3 transfers per month free, then €1 each
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#### 5. Cash withdrawal

ATM balance inquiries	€0
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ATM withdrawals	2%, €2 minimum
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#### 6. Other

Inactivity fee	€0
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## Schedule 3 – Joompay Card Terms and Conditions

### 1. Definitions

1.1. In these Joompay Card Terms and Conditions, the following words and phrases have the meanings shown next to them:

**“Acquirer”** is the Merchant’s acquirer used by the Merchant for the purposes of receiving payments arising from transactions using the Joompay Card.

**“ATM”** means automatic teller machine;

**“Business day”** means a day between and including Monday to Friday, between 9am and 5pm (Luxembourg time) except for public holidays in Luxembourg;

**“Card”** means your Joompay Prepaid Visa Card;

**“Card Scheme”** means Visa;

**“EEA”** means the European Economic Area;

**“Fees”** means a variety of charges that can be raised for applying for and ongoing use of the Joompay Card;

**“General Terms and Conditions”** means the framework agreement which sets out the terms governing Account Transactions, Card Transactions, the use of the Joompay Application and other Joompay Services;

**“Joompay Card”** means a card with the features set out in Joompay General Terms and Conditions and Joompay Card Terms and Conditions;

**“Merchant”** means a retailer or other merchant of goods and/or services which accepts payment by means of a Joompay Card, card number, PIN or card and signature;

**“PIN”** means personal identification number as associated with Joompay Card;

**“Year”** means the 12 month period following the date when the Joompay Card is issued to you and each subsequent 12 month period.

**“User”, “you” or “your”** means the person who has received the Joompay Card and is authorized to use the Joompay Card as provided for in this agreement;

The other definitions used in the General Terms and Conditions also apply to these Joompay Card Terms and Conditions.

## 2. Use of the Card

2.1. The Joopay Card is a prepaid debit product which can be used to pay for goods and services at both online or offline merchants that accept the Joopay Cards as well as for ATM withdrawals.

2.2. The Joopay Card can be loaded and used once you are accepted by Joopay as a client. Certain limits may be applied by Joopay until you have been identified and your identity verified in accordance with Joopay's policies and procedures.

2.3. To the extent permitted under applicable law, we will charge you fees to load your Joopay Card or your Joopay Account with a credit or debit card according to Schedule 2 (Our Fees) to the General Terms and Conditions.

2.4. When you receive your Joopay Card, you must use the Joopay Application to activate the Joopay Card.

2.5. You must not make purchases that exceed the balance of funds available on the Joopay Card. Your balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the Transaction Limits in force from time to time the transaction will be declined.

2.6. You can use the Joopay Card to make purchases in-store, via the internet or over the phone. The Joopay Card can be used to obtain cash through ATMs. The Joopay Card is not a debit card supported by a bank account, and is not in any way connected to a bank account. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the Joopay Card or the Joopay Account. You must not use the Joopay Card for:

- a. transactions for cash (other than ATM withdrawal) including cash back, cash from a bank, money orders, or
- b. any illegal purposes.

2.7. We may stop, suspend or restrict your Joopay Card or PIN on reasonable grounds relating to:

- a. the security of your Joopay Card, card number or PIN, and
- b. the suspected unauthorised or fraudulent use of your Joopay Card or PIN. We will, if possible, inform you before stopping, suspending or restricting your Joopay 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.

2.8. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Joompay Card. We are not liable for the failure of any Merchant to honour the Joompay Card.

2.9. We will not issue the Joompay Card under these Joompay Card Terms and Conditions to anyone under the age of 18 years old.

### **3. Card Transactions**

3.1. You agree that any use of your Joompay Card or card number constitutes your authorisation and consent to a transaction.

3.2. You can stop a transaction after you have given your consent to the transaction, or once you have given your consent to the Merchant for a pre-authorized payment until the end of the business day preceding the day agreed upon for the transaction.

3.3. We may refuse a transaction or suspend or terminate the right to top up your Joompay Card if:

- a. a transaction might take you over your available funds on the Joompay Card; or
- b. a transaction might take you over any of your Transaction Limits; or
- c. technical issues prevent the transaction or use of the Joompay Card; or
- d. we reasonably believe that we need to do so to keep to the rules of the payment system under which your Joompay Card is issued, or
- e. we reasonably believe that there are needs to do so to comply with any law, regulation or decision by a governmental authority (including courts) or as a matter of good practice.

### **4. Foreign Currency Transactions**

4.1. The Joompay Card can be used for transactions that are not in the currency of the Joompay Card ("**Foreign Currency**").

4.2. If you make a Foreign Currency transaction, a currency exchange will be performed by a third-party provider, such as for example the acquirer or other participants in the card scheme. The currency exchange transaction will not be performed by Joompay. You will bear the costs of such currency conversion. Joompay is not responsible for the exchange rates used by such third parties.

## 5. Checking Your Balance and Reviewing Transactions

5.1. To check the available balance on your Joompay Card and review the transactions executed via your Joompay Card, you can use the Joompay Application or reach out to support at [support\\_me@joompay.com](mailto:support_me@joompay.com).

## 6. When Your Joompay Card Expires

6.1. The Joompay Card's expiry date is printed on the Joompay Card. You must not use the Joompay Card after its expiry date and you will not be able to reload it.

6.2. If you have used your Joompay Card in the period of two weeks before its expiry date we will send you an email to inform you that we will automatically transfer the outstanding balance to a new Joompay Card. You must tell us if you do not want your Joompay Card to be renewed. To do this, contact us via [support\\_me@joompay.com](mailto:support_me@joompay.com).

6.3. If you renew your Joompay Card the Joompay General Terms and Conditions and the Joompay Card Terms and Conditions will continue to apply.

6.4. If you request that your Joompay Card is not renewed or do not request a replacement, you will not be able to use your Joompay Card after its expiry date.

6.5. Joompay may choose to issue a new Joompay Card to replace an expired Joompay Card. Your balance will be transferred to a new Joompay card. Otherwise, any outstanding balance on the Joompay Card will be transferred to your Joompay Account.

## 7. Liability

7.1. You must always make sure that you:

- a. do not reveal your Joompay Card PIN and never write down your password(s), PIN or any security information; and
- b. only release the Joompay Card, card number or PIN to make (or try to make) a transaction.

7.2. If your Joompay Card is lost or stolen or the security of your PIN is compromised or if you think your Joompay Card, card number or PIN may be misused, you must:

- a. without undue delay, block the Joompay Card within the Joompay Application. You can also permanently cancel the Joompay Card via the

Joompay Application. If you do not have access to the Joompay Application, contact us without undue delay by email at [support\\_me@joompay.com](mailto:support_me@joompay.com) so that we can block your Joompay Card and PIN; and

b. stop using the Joompay Card, card number or PIN immediately. If you find the Joompay Card after you have temporarily paused it, you can re-enable it via the Joompay Application or by reaching out to Joompay support and continue using it.

7.3. If your Joompay Card is lost or stolen, you can order a replacement via the Joompay Application. We will charge a fee for replacement of the Joompay Cards as per the fee schedule of our General Terms and Conditions.

7.4. You may not be liable for any use of the Joompay Card, card number, PIN or mobile application by another person who does not have your permission to use it or if it is lost, stolen or destroyed, and you have informed us of such events unless:

a. you agreed to that person having your Joompay Card, card number, PIN or mobile application credentials, or through gross negligence or carelessness, failed to comply with your obligations, in which case you may be liable for any use that occurs before you tell us in accordance with these Joompay Card Terms and Conditions, or

b. you acted fraudulently. Then, to the extent permitted by law, you may be liable for misuse of the Joompay Card, card number, PIN or the Joompay Application.

7.5. You may only be liable to a maximum of €50 resulting from transactions arising from the use of a lost or stolen Joompay Card or from the misappropriation of the Joompay Card where you have failed to keep security features of the Joompay Card safe.

7.6. If you're due a refund for an unauthorised transaction, we'll make reasonable endeavours that you receive this no later than the end of the next Business day after we note the unauthorised transaction or were notified of it. The timeline specified in this Clause doesn't apply to the cases where we have reasonable grounds to suspect fraud.

7.7. If your Joompay Card is used without your permission, or is lost, stolen or if you think the Joompay Card may be misused, we may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

7.8. We will not be liable for:

- a. any abnormal or unforeseeable circumstances or events outside our reasonable control (for example, a failure of computer systems, decisions by governmental authorities or any industrial action) if this prevents us from providing the Joompay Services;
- b. any person refusing to accept or honour (or delays in accepting or honouring) your Joompay Card, card number or PIN, or
- c. any cash dispenser failing to issue cash. We will not be liable for the way in which you are told about any refusal or delay.

7.9. In case of errors or disputes about transactions, please contact us using the Joompay Application or reach out to Joompay Support.

## **8. Altering These Terms and Conditions**

8.1. These Joompay Card Terms and Conditions may be amended unilaterally by us in accordance with the provisions foreseen in the General Terms and Conditions. The most recent version of Joompay General Terms and Conditions as well as Joompay Card Terms and Conditions is available at <https://joompay.com/v2/legal>.

8.2. Where an amendment to the Joompay Card Terms and Conditions is required by law or relates to the addition of a new service, extra functionality to the existing Service, a reduction in the cost of the Services or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.

## **9. Cancellation Rights**

9.1. If you change your mind about having the Joompay Card, you can cancel it at any time without charge.

9.2. We will refund any balance remaining on the Joompay Card to your Joompay Account.

## **10. Ending This Agreement**

10.1. We may terminate Joompay Card Terms and Conditions at any time. Unless there are exceptional circumstances we will give you 2 month's prior written notice.

10.2. You can terminate this agreement at any time by providing us with one month's notice by contacting us via in-app chat or at [support\\_me@joompay.com](mailto:support_me@joompay.com).

10.3. A termination of the General Terms and Conditions will result in a termination of these Joompay Card Terms and Conditions at the same time.

## **11. Payment Services Information**

11.1. This condition 11 only applies if the Acquirer is located within the European Economic Area (EEA).

11.2. We will ensure that a transaction you make is credited to the Acquirer, or that returned funds following redemption or cancellation are credited to your bank by the end of the Business Day following the day on which the transaction order is received by us it being understood that any instruction received by us after 3 pm on a Business Day or on a non Business Day is deemed received on the next Business Day.

11.3. If you use your Joompay Card or provide your Joompay Card details to a Merchant to make a transaction before you know the amount which is going to be charged to your Joompay Card, we will not block funds on your Joompay Card unless you authorise the exact amount to be blocked. This could be the case for payments you make at hotels for example. We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.

11.4. On receipt of such a request under Clause 11.3, we may require you to provide us with the information to ascertain whether the conditions in Clause 11.3 have been met. Within 10 business days of receiving a request from you under Clause 11.3 or of receiving any additional information required under this paragraph, we will provide a refund or justify why we are refusing the request.

11.5. We are liable for the correct execution of the Account Transaction unless we can prove that it was received by the Acquirer, in which case the Acquirer is liable to the Merchant. You may request that we make immediate efforts to trace an incorrectly executed transaction and notify you of the outcome.

11.6. When a Merchant initiates a transaction it is the Acquirer which is liable for the correct transmission of the relevant details to us. If the Acquirer can prove that it is not responsible for a transaction which has failed or has been incorrectly executed, we will be responsible to you.

11.7. If we are responsible for an incorrect amount of the Account Transaction being deducted from your balance, we will correct the error. If we are responsible for the Account Transaction being deducted from your balance which you did not authorise, we will refund the amount of the transaction to your balance and treat



the transaction as if it had never occurred. You must inform us of an unauthorised or incorrect transaction immediately on becoming aware of it and in any event no later than 13 months after the debit date. If you do not do so, we may not be liable and your silence will be deemed as approval and ratification and the information provided to you will be deemed to be irrevocably correct so that you cannot directly or indirectly challenge these Account Transactions. In case you do not notify us within 10 business days upon becoming aware of the relevant transactions you will not be considered as having notified us immediately as required by this Clause.

11.8. We are not liable if you incorrectly identify the Merchant under a transaction. The details you provide to identify the Merchant are considered a unique identifier. In such a case, we will make reasonable efforts to recover the funds involved.

11.9. We can return to the payee money paid to your Joompay Account by mistake, however, if you do not think a payment made to you from a payment service provider in the EEA was a mistake, you expressly allow us to share your personal information with the payment service provider of the payee so that you can be contacted directly to solve the issue. This is because we are required to cooperate with other payment service providers and share all relevant information in order to assist with tracing money which is sent to the wrong person.

11.10. If you are able to make payments directly from your Joompay Account to another person and if a payment you asked us to make within the EEA arrives later than it should have, you can ask us to contact the receiving bank and ask them to treat it as if it was made on time.

11.11. We reserve the right to reverse or charge back any transaction performed via the Joompay Card.

11.12. You agree to be bound by all Card Scheme rules.

## **12. Complaints and How to Contact Us**

12.1. If you would like to make a complaint, you may follow the procedure described in the Joompay Complaint Resolution Procedure available at <https://joompay.com/v2/complaints>.

12.2. If you need to contact us for any other reason connected to these terms and conditions please contact us at [support\\_me@joompay.com](mailto:support_me@joompay.com).

## **13. Contacting You in an Emergency**

13.1. We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your Joopay Account or with your Joopay Card (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimise any risk to your Joopay Card depending on the nature of the security threat.

13.2. We'll use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.