

# Schedule 3 – Joompay Card Terms and Conditions

**Effective date:** These Joompay Card Terms and Conditions apply to all customers who accept our terms during the account opening process on or after 1 May 2021, and to any customers who opened their accounts prior to this date starting from 1 July 2021. Please see the previous version of the General Terms and Conditions, including Schedule 3 (Joompay Card Terms and Conditions), [here](#).

## 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 Joompay 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 Joompay Cards as well as for ATM withdrawals.

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

2.3. To the extent permitted under applicable law, we will charge you fees to load your Joompay Card or your Joompay 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 Joompay Card, you must use the Joompay Application to activate the Joompay Card.

2.5. You must not make purchases that exceed the balance of funds available on the Joompay 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 Joompay Card to make purchases in-store, via the internet or over the phone. The Joompay Card can be used to obtain cash through ATMs. The Joompay 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 Joompay Card or the Joompay Account. You must not use the Joompay 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 Joopay Card. We are not liable for the failure of any Merchant to honour the Joopay Card.
- 2.9. We will not issue the Joopay Card under these Joopay 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 Joopay 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 Joopay Card if:
- a. a transaction might take you over your available funds on the Joopay 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 Joopay Card; or
  - d. we reasonably believe that we need to do so to keep to the rules of the payment system under which your Joopay 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. We may charge you a foreign currency transaction fee according to Schedule 2 (Our Fees) in order to cover our additional expenses in processing such a transaction.

## **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 Joopay Card, card number or PIN to make (or try to make) a transaction.

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

a. without undue delay, block the Joopay Card within the Joopay Application. You can also permanently cancel the Joopay Card via the Joopay Application. If you do not have access to the Joopay Application, contact us without undue delay by email at [support\\_me@joopay.com](mailto:support_me@joopay.com) so that we can block your Joopay Card and PIN; and

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

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

7.4. You may not be liable for any use of the Joopay 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 Joopay 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 Joopay Card Terms and Conditions, or

b. you acted fraudulently. Then, to the extent permitted by law, you may be liable for misuse of the Joopay Card, card number, PIN or the Joopay 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 Joopay Card or from the misappropriation of the Joopay Card where you have failed to keep security features of the Joopay 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 Joopay Card is used without your permission, or is lost, stolen or if you think the Joopay 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 Joopay Card or provide your Joopay Card details to a Merchant to make a transaction before you know the amount which is going to be charged to your Joopay Card, we will not block funds on your Joopay 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 Joompay Account or with your Joompay 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 Joompay 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.



[help@joompay.com](mailto:help@joompay.com)

Joompay Europe S.A., registered at 21 rue Glesener, L-1631, Luxembourg, is an Electronic Money Institution authorised by the Ministry of Finance and regulated by the Commission de Surveillance du Secteur Financier, Luxembourg, under register number W00000015.