

X TRAVEL WALLET GENERAL
TERMS AND
CONDITIONS (Denmark)
As of October 2nd, 2023

These X Travel Wallet ("Travel Wallet") General Terms and Conditions (the "Agreement") outline the terms and conditions under which your Mastercard Prepaid Card ("Card" as defined below) and/or Travel Wallet Account ("Account" as defined below) have been issued to you by BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA (the "Issuer"). It governs your use of Travel Wallet and governs the relationship between You and the Issuer.

The Travel Wallet consists of a multi-currency, MasterCard branded prepaid Card and multi-function account that enables you to obtain XPoints for eligible purchases that you make with the Card.

OURO REINVENT S.L., manages the Travel Wallet program, distributes the Cards and provides Payment Processing Services as a distributor of the Issuer.

BNEXT ELECTRONIC ISSUER, E.D.E., S.L. or the Issuer is a Spanish corporation, with tax identification number B88463534 and registered offices in Madrid, calle Zurbano 71, 28010, Spain. The Issuer is authorized to operate as an e-money institution by Bank of Spain and has been registered with this authority under number 6717.

As an e-money institution, the Issuer shall safeguard Your funds in the Account. These safeguarding obligations are met by depositing Your funds in a segregated account in a third party credit institution (Inversis Banco, S.A.). The accountholder of the safeguarding account is the Issuer.

Please note that your participation and use of the Travel Wallet is also governed by:

- The Travel Wallet Privacy Policy (the "Privacy Policy"), which describes the information we collect and the conditions under which we may use, share and store it.

To be eligible for a Travel Wallet Account, you must reside in Denmark and be eighteen years and over. We may make Travel Wallet available to residents from other countries, and if so will post residence eligibility requirements in the Website and Mobile App.

1. DEFINITIONS

Account Centre means the function where You manage your funds and access all functions of the Travel Wallet. You can access your Account Centre from the Mobile App, Website or Watch App. The functionality of the Account Centre may differ depending whether access is made via the Mobile App, Website, or Watch App.

Agreement means this document, the Travel Wallet General Terms and Conditions.

Applicable Exchange Rate means the Card referenced foreign exchange rate applicable to foreign currency transactions performed with your Travel Wallet Account. The Applicable Exchange Rate varies depending on the type and time of the transaction and you may search it at the Account Centre. For some transactions, the Applicable Exchange Rate is determined at the time the transaction posts to the Account, which may be different from the time you made the transaction.

Auto Wallet Transfer means that if a Currency Wallet has insufficient funds, funds will be automatically transferred from another Currency Wallet(s) to allow the transaction to be completed. Auto Wallet transfers will be completed using Applicable Exchange Rate and the Currency Conversion Fee will apply.

Available Balance means the amount of money recorded by us as available for transactions using Cards. The Available Balance will be calculated by adding all loads or credits to your Travel Wallet Account and subtracting all debits, cash withdrawals, fees, authorizations and disposals which may apply under this Agreement.

Business Days are defined as Monday through Friday excluding public holidays observed by Issuer.

Card means the Travel Wallet MasterCard Prepaid Card issued to a Cardholder. The Card may be a physical card or a Virtual Card.

Cardholder means a natural person, resident of Denmark, 18 years of age or older, who has validly entered into this Agreement, to whom a Card Product is distributed and who holds an Activated Account.

Credentials means any, several or all of the following information: the PIN, username, Account Centre password, CVC2 Code, the Card's expiry date, the 16-digit

Card number, security question, your device, or biometric login.

Currency Conversion Fee means a fee that is added to the Applicable Exchange Rate whenever: (a) the system makes an Auto Wallet Transfer because you do not have sufficient funds in the Wallet Currency of the transaction, (it applies solely to the portion of the transaction for which you do not have sufficient available balance in the corresponding Currency Wallet), or (b) you make a transaction in a Non-Wallet Currency.

Currency Order means the order of your Currency Wallets that will be utilized to process transactions or fees when you have more than one currency loaded within your Travel Wallet Account.

Currency Wallet means the portion of your Travel Wallet Account that holds each of the Wallet Currencies that may be made available from time to time.

Customer Service means the customer service of Travel Wallet which can be [contacted by e-mail to support@xtravelwallet.com](mailto:support@xtravelwallet.com) or by calling the phone number for customer service indicated on the back of your Travel Wallet Card and the Account Centre, or through other methods made available.

CVC2 Code (MasterCard), or **Card Security Code**, means a 3-digit card verification value code that represents a digital signature, which is required for online transactions. The value code is present on the reverse side of the Card.

European Consumer Protection means the laws, regulations, directives and other legal instruments that have been implemented within the European Union (and transposed into National law where relevant) that relate to the protection of consumers of Member States, including but not limited to, Council Regulation (EC) No 44/2001, Directive 2007/64/EC, and the directives of the EC Consumer Law Compendium.

Fee means any fee payable by the Cardholder to us under the Agreement or as defined in the Fee Schedule and which may be amended from time to time.

Home Currency means for active accounts, the primary currency of your Travel Wallet Account, which is assigned based upon your country of residence; and for inactive or closed accounts, the primary currency of the Issuer.

Issuer means the issuer of Travel Wallet which is currently BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA a company registered in Spain, with company registration number B88463534.

Limits means the monetary limits that apply to the usage of the Travel Wallet Account which (i) are identified in section 21 or (ii) are included in the Account Centre for certain features.

Loading means the adding of financial monies to the Travel Wallet.

MasterCard means MasterCard International Incorporated or its successors or assignees.

Member State means a country that is part of the European Union or the European Economic Area (EEA).

Mobile App means the mobile applications provided by us to access the Travel Wallet Account via designated mobile devices, and may include IOS, Android or other platforms.

Negative Balance means a negative Available Balance (as opposed to a positive Available Balance) arising when debits to the Travel Wallet Account exceed the total Available Balance(s) of all your Currency Wallets. This will constitute an immediately repayable debt from You to the Issuer and is not the provision of any form of credit or financial accommodation.

Network Settlement Rate means the exchange rate selected by the payment scheme (as opposed to the Travel Wallet Conversion Rate) at the time of transaction settlement for the Unsupported Currency in which the relevant transaction is denominated.

Non-Wallet Currency means a currency that is not a Wallet Currency.

Payment Processing Services means the authorization and settlement services that are performed by OURO REINVENT S.L., or its designated affiliate ("Processor") as a distributor of the Issuer whenever you make a transaction with your Travel Wallet or your Card.

Payment Transaction means the purchase, transfer, withdrawal or transaction that is performed by the Cardholder with the Card.

Personal Data means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier, as set forth in the applicable data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (The General Data Protection Regulation).

PIN means the personal identification number uniquely associated with your Card, which is used for making electronic payments with your Card.

Preferred Load Wallet means the supported Currency Wallet you select to receive funds loaded into your account.

Privacy Policy means the Travel Wallet Privacy Policy, as amended from time to time, which you agreed to, and which applies to your use of the Travel Wallet.

Qualifying Purchase(s) means a consumer purchase transaction, paid with your

Travel Wallet Card, for goods or services which are acquired for non-business purposes and which enable the Cardholder to earn XPoints. The following are NOT Qualifying Purchases:

- payments made to tax authorities (except that GST tax or value added tax paid pursuant to a Qualifying Purchase is considered part of the Qualifying Purchase and does entitle the Cardholder to earn points);
- other kinds of debit transactions such as cash withdrawals, gambling transactions, quasi cash transactions (such as money orders, travellers' cheques and foreign currencies in cash), debits for fees and charges, transfers between Wallets or adjustment transactions;
- business purchases;
- other types of transactions which are identified in the Agreement as not earning points.

Transaction Activity means any purchase transaction, load of funds into your Account, money transfers initiated by You from your Account, ATM transaction, ATM balance inquiry, or a transfer of funds between currency Wallets initiated by the Cardholder through the Mobile App or Website. The assessment of fees or currency transactions effected automatically to enable the collection of such fees do not constitute Transaction Activity.

Travel Wallet Account (or "Account") means the prepaid electronic money account associated with your Card, carrying your name as Cardholder, loaded with one or more Currency Wallets that has access to prepaid payment functionality and your Available Balances and all features that may be introduced as part of Travel Wallet from time to time.

Travel Wallet Watch App means an Apple or Android Watch app.

Unsupported Currency means a currency that is not offered through your Wallet.

Virtual Card means a non-physical prepaid debit card that can be viewed on the Mobile or Web Account Centre. The virtual card contains a 16-digit MasterCard card number, security code (CVC2) and expiration date that are different than those on your physical Travel Wallet Card. You can use your Travel Wallet virtual card to make online purchases only.

Wallet Currency (ies) means:

Swedish Kroner Norwegian Kroner Danish Kroner Euro	US Dollars Great British Pound Japanese Yen Polish Zloty	Singapore Dollars Swiss Franc Thai Baht Turkish Lira Hong Kong Dollar
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and other currencies that we may choose to support in the future by adding a Currency Wallet for such currency.

We, us, and our means the Issuer, and, when applicable, the Processor.

Website means the Internet website available at the web address (www.xtravelwallet.com) or any other web address communicated by us from time to time.

XPoints means points earned for the X Program which can be redeemed for discounts or converted to third party loyalty programs, but do not count toward achieving a particular elite or preferred status with the third-party partner.

You and your means the Cardholder.

2. XPOINTS

2.1. Whenever you make a Qualifying Purchase using your Travel Wallet, whether domestically or internationally, you will earn XPoints in accordance with the earn rate below.

The earn rate is based on your Home Currency. Here is the earn rate for spending on eligible purchases:

Domestic Purchase	International Purchase
2 XPoints for each 10 EUR/100 SEK/100 NOK/100 DKK you spend in your home country	15 XPoints for each 10 EUR/100 SEK/100 NOK/100 DKK equivalent you spend in a foreign country

2.2. The XPoints that appear in the Travel Wallet Account Centre may not reflect your up-to-date points balance as points earned with the X Travel Wallet Card may take up to 30 days to be credited to your X Travel Wallet Account. For the definitive accounting of your XPoints or any other XPoints Terms and Conditions, please consult your X Travel Wallet Account.

3. OBLIGATIONS OF CARDHOLDER

3.1. The Cardholder is the sole authorised user of the Card and the Account and is wholly responsible for use of the Card according to the terms of this Agreement and the law. The Card is not transferable and shall be used only by the Cardholder strictly in accordance with this Agreement and up to the maximum value of the Available Balance. Your Travel Wallet Account and obligations may not be assigned. This Card must only be used for consumer transactions and should not be used for business purchases.

3.2. Cardholders must be at least eighteen (18) years or older and must reside in Denmark.

3.3. The Card shall at all times remain the property of the Issuer.

3.4. The Cardholder must sign the Card on the signature panel on the reverse of the Card and activate the Card at the Account Centre in order to use it.

3.5. As a Cardholder, you are responsible for complying with the current Agreement and shall be solely liable for any consequences arising from your breach of the Agreement. The current version of the Agreement is available to Cardholders via link from the Account Centres at any time. Activation, Loading or use of Travel Wallet by you, the Cardholder, constitutes your consent to the current Agreement, the Fee Schedule and the Limits.

3.6. You acknowledge and agree that your spending on the Travel Wallet is limited to the funds that have been loaded to the Travel Wallet and not yet reserved or spent. You authorise us to deduct funds from the Available Balance of your Travel Wallet to correct a previous error or overpayment to you, or for other legitimate reasons.

4. ISSUE, ACTIVATION AND USE OF THE CARD

4.1. The Card is an electronic means of payment with retailers that accept MasterCard, and a means of withdrawing cash at authorised banks or Automated Teller Machines ("ATMs") that accept MasterCard.

4.2. To use the Card, you must first activate your Account and the Card by following the instructions presented on the Account Centre which you can access via Web or mobile app. You must provide Us with correct information about yourself, including any documentation, photographs and information that We may reasonably request to verify your identity and comply with regulatory obligations. You agree to immediately notify Us if your details change. Upon completing the activation, you may load funds to your Account and then perform transactions.

4.3. You can access a Virtual Card within the Travel Wallet Account Centre.

4.4. If the Available Balance is not adequate to cover the transaction amount, including fees and foreign currency conversion rates, you may instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another form of payment ("split transaction"). Some merchants do not allow split transactions. If you use your Credentials without presenting your Card, the legal effect will be the same as if you used the Card itself.

4.5. You should keep track of your Available Balance. The Issuer does not pay any interest on the Available Balance. Each time you use your Card, you authorise us to reduce your Available Balance by the amount of the transaction plus applicable fees and foreign currency conversion rates. You are not allowed to exceed your Available Balance through an individual transaction or a series of transactions. You do not have the right to stop payment on any purchase transaction you authorised using your Card or Credentials after the point at which that transaction becomes irrevocable. You authorise using your Card or Credentials after the point at which that transaction becomes irrevocable. A transaction becomes irrevocable when You approve the Card transaction and the transaction is accepted by the payment system. If you authorise a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

4.6. Your account, balances and transactions are subject to the Limits section of this Agreement, or other limits which are posted in your Account Centre.

4.7. As part of our Fraud Loss Control and Anti-Money Laundering/Counter Terrorism Financing policies, we reserve the right to set limitations on maximum Card Available Balance, the number and amount of load transactions, and other Travel Wallet performance and use parameters, as defined in the Limits section of this Agreement. We may also suspend or block your ability to perform transactions with the Card.

4.8. We reserve the right to limit the number of Cards issued to a Cardholder under the Card program.

4.9. You may make purchases, withdraw funds or load funds up to the limits set forth in the Account Centre. ATM withdrawal amount limits may be lower at international ATMs. As part of our Fraud Loss Control, Anti-Money Laundering and Counter Terrorism Financing policies, we may impose additional limits on the amount, number, or type of Card transactions, limit your maximum funds Available Balance, limit the maximum number of Cards issued to you, and suspend or block your Card and any associated transactions. You may contact Customer Service for additional information or questions on such limitations.

4.10. You may be charged a fee by the ATM operator (or any network used) and you may be charged a fee for a Card balance inquiry even if you do not complete a funds transfer.

4.11. Under no circumstances may you use your Card: (1) in violation of applicable laws or regulations, including those governing financial services; (2) in violation of this Agreement; (3) in a manner that violates the privacy or proprietary rights of another, including spam, phishing, or unwanted solicitations; (4) to perform unlawful acts, including illicit gambling and acts involving stolen goods or illegal substances; or (5) to perform transactions involving a transfer of funds for illegal purposes or made to hide the source of such funds ("money laundering").

4.12. Upon use of the Card, your Account will normally be charged immediately. We cannot charge the account later than six months after the card has been used unless you agree. Notwithstanding, We are entitled to collect the transaction amount in accordance with the general rules for collection of money claims.

5. VALIDITY OF THE CARD

- 5.1. Upon Activation, the Card is valid until the earliest of:
 - 5.1.1 The expiry date shown on the front of your Card; or the closure of the Travel Wallet account either at your request or by us pursuant to this Agreement.
 - 5.1.2 If your Card expires, please contact Customer Service via the Website or Account Centre for instructions on how to withdraw your remaining funds or to order a replacement card.

5. OVERDRAW OF AVAILABLE BALANCE

- 5.1. It is not permissible to overdraw the Available Balance such that you have a Negative Balance. If you have a Negative Balance, you must immediately cover the amount of such debt. Negative Balances constitute a breach of this Agreement which in addition to the liability for damages may constitute a material breach of the Agreement and give cause for termination of the Agreement and criminal liability.
- 5.2. If the Available Balance is not sufficient to cover any fee due by the Cardholder to us under the current Agreement, that would constitute a breach of this Agreement which in addition to the liability for the fees may constitute a material breach of the Agreement and give cause for suspension or termination of the Agreement.

6. WEBSITE/MOBILE APP/CUSTOMER SERVICE

- 6.1. The Travel Wallet Account may be accessed via the Account Centre.
- 6.2. You need valid Credentials to access the Account Centre. You must protect your Credentials at all times and may not disclose them to any person.
- 6.3. You may resolve questions regarding the Card via the Website FAQs or by contacting Customer Service.

7. LOADING FUNDS

- 7.1. You may load funds to your Account after activation, in accordance with the terms of this Agreement and the Limits which may be established from time to time. Your Travel Wallet Account Centre features the funds loaded and the Available Balance in your Travel Wallet.
- 7.2. The funds loaded to the Account must be paid in your Home Currency using bank transfer or other mechanisms as may be accepted over time by the Issuer (collectively, the "Load Mechanisms"). Our Load Mechanisms may change and may be subject to Limits. For information regarding the specific Load Mechanisms available to you and the corresponding Limits, you may visit the Account Centre.
- 7.3. The use of Load Mechanisms may be subject to limits and fees. Please consult Sections 20 and 21. If the Issuer makes available more Load Mechanisms, the corresponding fees and limits will be communicated in the Account Centre.
- 7.4. You will have the opportunity to select a Preferred Load Wallet in which to receive all your loads. As a default your Preferred Load Wallet is set to your Home Currency Wallet. You may select, at any time, a different foreign Currency Wallet as your Preferred Load Wallet. When your Preferred Load Wallet is not the Home Currency Wallet and you perform a load, the Applicable Exchange Rate will apply and is determined at the time that the transaction posts to your Account and the funds are made part of your Available Balance. No Currency Conversion Fee will apply to this

transaction.

7.5. Loads made by bank transfer on a Business Day are generally reflected in your Available Balance within 24-48 hours of when they are made. The availability of some loads may be delayed while the funds are being validated. Other Load Mechanisms results may be immediately reflected in your Available Balance.

8. CURRENCY WALLETS, CURRENCY TRANSFERS AND EXCHANGE RATES

8.1. Upon loading your Travel Wallet Account with funds, you may transfer funds between Currency Wallets.

8.2. The Applicable Exchange Rate is listed in the Account Centre and will apply whenever: (a) you make a load into a Preferred Load Wallet that is not your Home Currency Wallet, (b) you actively make a transfer between Currency Wallets, (c) the system makes an Auto Wallet Transfer between Wallet Currencies because you do not have sufficient funds in the Wallet Currency of transaction, or (d) you make a transaction in a Non-Wallet Currency. In addition, the Currency Conversion Fee applies to transactions in (c) and (d) of the previous sentence.

8.3. The Account Centre, which you can access via Website and Mobile App, will display an Applicable Exchange Rate quote prior to initiating the funds transfer between your Currency Wallets. The quote will be valid for a limited time, as presented on the Account Centre. If you accept the quote, we will immediately debit the Currency Wallet from which you chose to transfer and credit the Currency Wallet into which you transferred funds, using the Applicable Exchange Rate presented.

8.4. When there are one or more Currency Wallets funded within your Travel Wallet Account, a currency order will apply. Upon Loading of the Travel Wallet Account, the default Currency Order will always start with your Home Currency and thereafter may be determined by you; or, if you have not chosen a specific currency order, the Processor shall automatically order the Currency Wallets on your behalf in order to have the required access to the Available Balance of each Currency Wallet in order to authorise a transaction.

8.5. Where the Card is used to conduct a Payment Transaction in a currency which is a Non-Wallet Currency, the Applicable Exchange Rate shall apply to convert the Non-Wallet Currency to the Home Currency Wallet.

8.6. The Network Settlement Rate may vary at any time and the Cardholder agrees that any changes in exchange rates, including those favourable to the Cardholder, will be applied immediately without prior notice if the changes are based on the Network Settlement Rate, which is a referenced exchange rate.

8.7. The date of the currency conversion shall be the date on which the Payment Transaction is credited on the account of the Cardholder.

9. CURRENCY WALLET TRANSACTIONS

9.1. When using your Card in a Wallet Currency the following applies:

9.1.2. When making a purchase or an ATM withdrawal, your Travel Wallet Account will automatically debit the Currency Wallet of that country's currency if you have sufficient Available Balance in that specific Currency Wallet.

9.1.3. If there are no funds or insufficient funds in the Currency Wallet, your Card will debit funds from the next Currency Wallet nominated in your Currency Order. Your Travel Wallet Account will continue to debit each Currency Wallet in your Currency Order in succession until the transaction value is met. The full transaction value may be funded from multiple Currency Wallets. Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the Applicable Exchange Rate plus the Currency Conversion Fee will apply.

9.2. When using your Card to make a transaction in a Non-Wallet Currency, the following applies:

9.2.2. When making a purchase or an ATM withdrawal, your Travel Wallet Card Account will debit funds from the Home Currency Wallet at the current Applicable Exchange Conversion Rate. In addition, an International Transaction Fee will also apply as set out in the Fee Schedule.

9.2.3. If there are no funds or insufficient funds in your Home Currency Wallet, your Account will debit funds from the next Currency Wallet nominated in your Currency Order. Your Travel Wallet Card Account will continue to debit each Currency Wallet in your Currency Order in succession until the transaction value is met in the equivalent value of the Home Currency. The full transaction value may be funded from multiple Currency Wallets within your Travel Wallet Card Account. Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the exchange rate used will be the Applicable Exchange Rate plus the Currency Conversion Fee. Once

there are sufficient funds in the Home Currency Wallet to pay for the transaction, your Travel Wallet Card Account will debit funds from the Home Currency Wallet at the current Applicable Exchange Rate plus the Currency Conversion Fee.

9.3. Where there are insufficient funds across all Currency Wallets on your Travel

Wallet Card Account to process the transaction, the transaction will be declined.

- 9.4. If you withdraw funds from an ATM that dispenses a currency other than that of the country where the ATM is located, the ATM operator may convert the amount being withdrawn into their local currency before converting it back to the currency being dispensed. This may occur even when the currency being dispensed is the same as that of your Card. The amount debited from your Card may be greater than the amount which is dispensed by the ATM. Not all ATM operators advise of the amount to be debited from your Card before you withdraw money from their ATM.
- 9.5. You agree to pay us the transaction fees for transactions in foreign currency set forth in the Fee Schedule and acknowledge that such transaction fees are subject to change.

10. GIVING CONSENT TO EXECUTE A TRANSACTION

- 10.1. By using the Credentials or by signing the record of transaction for a purchase, cash withdrawal or cash advance, you give us authority to pay the retailer, merchant, bank or service provider, as applicable, for a transaction. This authority may not be withdrawn once the transaction has become irrevocable unless (a) the charge was an advance hold (see section 11) or (b) you dispute the transaction pursuant to Sections 13 – 15.
- 10.2. The transaction records sent by retailer, merchant, bank or service provider, even in the absence of a written signature, may be used as proof of the transaction in accordance to applicable law. The transaction slip printed by the terminal is for the Cardholder's personal information only.
- 10.3. Certain merchants, including hotels and rental car companies, are authorised by MasterCard to add an excess spend overage amount on a purchase transaction or transaction hold. The excess spend overage amount may be up to 15% of the total anticipated transaction value and is intended to ensure adequate funds are available to pay for additional expenses associated with the merchant's services. This hold for the overage amount usually lasts less than 7 days. If you agree to allow the merchant to include an excess spend overage amount as part of a transaction, your Available Balance will be reduced by the total value of the transaction (including the overage amount) until such time as the merchant submits the final amount of the transaction. If the final amount of the transaction is less than the original amount the difference will be credited back to your Available Balance.
- 10.4. Some merchants may also charge Your Account for certain subsequent claims related to hotel stays, car rentals, and other similar transactions if, upon entering into the agreement with the merchant, You have accepted such debiting or have received notice of the merchant's right to charge the account. These subsequent charges will occur without your entering or using Credentials or providing a signature. In some countries, merchants must notify You in advance of any subsequent debiting which does not take place in direct connection with the use of

the Card. If You deny liability for any subsequent charges assessed to Your account, You may submit a claim to have the amount returned in accordance with the rules in Clauses 13, 14 and 15

**11. SAFEGUARDING THE CARD AND
CARD DETAILS**

- 11.1. You are required to use the Card and the Credentials in accordance with the terms governing its issue and use as set forth in this Agreement. You are in particular required to take all reasonable precautions to protect the security of Your Card and Credentials.
- 11.2. You must (a) keep the Card, including all Credentials, safe and not allow anyone else to use them; and (b) learn the Credentials, including the PIN and other security information and keep it secret at all times and never write the PIN on the Card or on anything usually kept with it or accessible to third parties.
- 11.3. Please do not disclose the PIN to anybody, including the police or us; moreover the PIN and other Credentials must not be used under such conditions that others can see them.
- 12.4. We reserve the right to change the PIN at the time of Card renewal or reissue.

12. THEFT, LOSS OR MISUSE OF CARD, CARD DETAILS OR PIN

- 12.1. You must notify Us without undue delay if You discover or suspect that Your Card or Credentials have been lost, stolen or compromised, or if You notice unauthorized transactions on your Card or Account. You may provide this notification by designating the card as lost or stolen via the Account Centre or by notifying our Customer Service department. We will not assess any charge for this notification. While the characterization of a delay as an “undue delay” may vary depending on the circumstances, a failure to notify Us within thirteen (13) months of the Payment Transactions being debited will always amount to undue delay. If the transaction is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire or a hotel reservation) and the transaction amount appears incorrect, You must notify Us within eight (8) weeks of the date of the debit to your Account.

- 12.2. When you report the loss, theft, or compromise of your Card or Credentials or unauthorised use of your Card or Account, you must provide us with accurate and complete information, including, verification of your identity, your full Cardholder Credentials (except your PIN), transaction information, the circumstances that resulted in loss, theft, or compromise of your Card or Credentials, and help to ensure that the Card or Account is deactivated as soon as possible. We may request written statements and attestations from you.
- 12.3. We will make sure that our Account Centre and/or Customer Service enables you to make notifications of lost/stolen Card and unauthorized transactions at any time. Upon receipt of your notice, we will freeze funds in your account and block your card to prevent subsequent unauthorized use. We will also retain a record of your notification for at least 18 months.
- 12.4. We will immediately freeze funds in your account and block your Card upon receipt of this notification.

13. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CARD TRANSACTIONS

- 13.1. Contact Customer Service immediately if you think your Travel Wallet transaction history or receipt is wrong or if you require additional information about a transaction listed on the Travel Wallet transaction history or receipt. Please be prepared to provide the following information: your full name, Card number, description of the error or the transaction, explanation as to why you believe it is an error or why you need more information, and the amount of the suspected error. We may request additional information concerning your complaint or question, and may require that you provide this information in writing within 10 Business Days. We will investigate your complaint or question using the information you provide to us. If, upon completion of our investigation, we decide that there was no error, we will send you a written explanation. If funds were previously credited back to your Travel Wallet because you reported a transaction as a suspected error, we may debit those funds if our completed investigation has subsequently determined that the relevant transaction was in fact correct and authorised. You may ask for copies of the documents that were used in the investigation.

15 CARDHOLDER'S LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 15.1. We are responsible for losses caused by unauthorised transactions unless otherwise specified in this section. A transaction is considered unauthorised if the Cardholder has not consented to the transaction. A transaction shall not be unauthorised if the Cardholder has provided the Card or Credentials or PIN to a third party.
- 15.2. Provided You have not acted fraudulently or with negligence, you will be liable for up to DKK 375 for losses caused by unauthorised transactions in which a method of payment has been appropriated without authorisation and a PIN code or other similar personal security procedures have been applied (provided however that such liability may increase if Sections 15.3., 15.4. or 15.5 apply).
- 15.3. Provided You have not acted fraudulently or with negligence you will be liable for up to DKK 375 for losses due to unauthorised transactions if we can prove the Card and PIN or other similar personal security feature has been applied in the transaction and:
 - 15.3.1. you failed to notify us without undue delay after discovering that your card, Credentials or PIN or other similar personal security feature has been lost or compromised; or
 - 15.3.2. you gave your PIN or Cardholder Credentials to the person who has used your card without authorization, or

you made unauthorized use of your card possible through negligence.

- 15.4. You will also be liable for the entire loss due to unauthorized transactions if the Card has been read physically or electronically, the third party that used the card has used a false signature and you or the person to whom you gave the card:
 - 15.4.1. failed to notify us as soon as possible after discovering that the card was lost; or
 - 15.4.2. made the unauthorized use possible through negligence.
 - 15.4.3. disclosed your PIN to the person who used the card and you realized or ought to have realized that there was a risk of unauthorised use; or
 - 15.4.4. acted willfully, fraudulently or deliberately failed to comply with these Terms and Conditions, including the obligation to keep your card and mobile phone safe, protecting your PIN and log in information and blocking your card.
- 15.5. If you have failed to block the card via the Account Centre or failed to inform us as soon as possible after you became aware of the loss or theft of the Card or its unauthorised use, you will incur an undue delay and will be liable for the entire loss. (While the characterization of a delay as an “undue delay” may vary depending on the circumstances, a failure to notify us within 13 months of the Payment Transactions being debited will always amount to undue delay.)
- 15.6. The Cardholder’s liability for the unauthorised use of a Card ends when the Cardholder has blocked the Card or properly notified us of the loss of the card or PIN or of them falling into the wrong hands or of their unauthorised use, unless the cardholder has intentionally made a false notification or otherwise acted in a fraudulent manner.

16. OUR LIABILITIES

- 15.2. Without prejudice to your obligations, We will ensure that the Credentials associated with the Card or Account are not available to anyone other than you.
- 15.3. We will ensure the availability of our Account Centre or Customer Service at all times for you to notify us of lost, stolen or misappropriated Card or Credentials, or request the lifting of a card block.
- 15.4. We will not be obliged to enter into any dispute arising between you and a retailer or a bank and, moreover, a dispute with a retailer or a bank does not absolve you of complying with regulations governing the use of the Card and this Agreement. Please note that We do not accept liability for the quality, nature, delivery, or other aspects of the goods or services bought with the Card, unless otherwise stated in this Agreement or pursuant to legislation. Disputes related to the quality, nature, delivery, or other aspects of goods or services bought with the Card should be addressed to the merchant.

- 15.5. If you notify us that you have become a victim of fraud or other criminal offense in connection with charges to your account, (a) you must provide us with a written report detailing the circumstances and (b) We may require that you report the matter to the police.
- 15.6. We are liable for your direct losses: (a) for unauthorized transactions to the extent described in Section 15, (b) if the Account has been wrongfully debited as a result of our Payment Processing Services (and in some cases the merchant's systems) causing a transactional error, technical failure, posting errors or similar circumstances, (c) for incorrect charges to your Account due to our negligence.
- 15.7. While We are responsible for processing your transactions in a correct and timely manner, absent negligence by us, we will not be liable for not processing transactions, or for processing them incorrectly, in the following circumstances:
 - 15.7.1. the Available Balance is not enough to process the amount of the transaction as posted by you or the merchant (this may occur because you do not have sufficient funds in the account, because there is an existing authorization hold, or because you or the merchant have entered an incorrect transaction amount that exceeds the funds in the account);
 - 15.7.2. access to your funds is blocked as a security measure because you reported the loss, theft or unauthorized use of your Card;
 - 15.7.3. we have reason to believe the requested transaction is suspicious, fraudulent, or unauthorized;
 - 15.7.4. we determine that we cannot process or execute a transaction to comply with applicable law, a court order or card association rules;
 - 15.7.5. the ATM you are trying to use does not have enough cash;
 - 15.7.6. the ATM, POS terminal, website, network, or communication system involved in your transaction did not work properly;
 - 15.7.7. your computer or mobile device from which you are performing the transaction fails to send or receive data or

relevant messages;

- 15.7.8. circumstances beyond our control (for example, natural disasters, earthquakes, fires, floods, war, or acts of terrorism) prevent the completion of the transaction;
- 15.7.9. a merchant, bank or ATM refuses to accept your Card;
- 15.7.10. you or the merchant provided inaccurate or incomplete information regarding a transaction. If the merchant provided an incorrect amount which you should have discovered when using the Card to pay for goods or services, you must address the complaint to the merchant;
- 15.7.11. your Card is not working because it has been damaged (in this case, please inform customer service so that we can replace the card); and
- 15.7.12. short-term interruptions in the payment card system or the Payment Processing Services.

In all of these instances, we may be liable if We have acted negligently and in doing so contributed to your loss. However, the liability for such negligence is limited to your direct loss.

- 15.8. Unless otherwise stated, our liability is limited to the amount deducted from your Account.
- 15.9. To the extent allowed by applicable law, We are not liable for any type of indirect losses, or consequential or punitive damages, unless we have acted with gross negligence, willful misconduct or fraud. Further We are not liable for losses that (a) occur due to exceptional circumstances beyond our control or that we cannot predict or avoid the consequences, or (b) may be caused due to duties imposed on us by law.

17. REFUNDS FOR TRANSACTIONS

- 17.1. You shall receive a refund of an authorised transaction initiated by or through a payee if the amount of the transaction charged to the Card by the retailer is more than you could reasonably have expected in the circumstances of the purchase; and you ask the Issuer for a refund within eight (8) weeks of us debiting the transaction to the Card. If you ask us for a refund under these conditions, you must provide us with factual elements relating to this condition.
- 17.2. You cannot use a claim you may have against someone else to make a claim against us, or to refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against the Issuer to anyone else. You will settle all disputes about purchases you make using your Card with the merchant who accepted the Card. We are not responsible for the delivery, quality, safety, legality, or any other aspect of goods or services that you purchase from others with your Card.

18. OUR RIGHT TO BLOCK OR RESTRICT USE OF CARD OR ACCOUNT

- 18.1. Regardless of whether You have informed Us of the loss, theft or unauthorized use of Your Card, Account or Credentials, We may block or restrict the use of the Card or Account, if we reasonably (a) consider it necessary for reasons relating to the security of the Card, (b) suspect the use of the Card is unauthorised, fraudulent or illegal, or (c) You breach any of the terms of this Agreement, including with respect to the permitted use of the Card or the Account. We will notify You of the blockage and the reason for such action. We will provide the notice before the Card is blocked or, if this is impossible, immediately after the blockage. However, We will not provide notice of the block if doing so would be detrimental to legitimate security considerations or would be in breach of applicable law.

19. REPRESENTATION OR WARRANTIES

19.1. Other than as set forth in this Agreement and Danish law, We make no other representation or warranty with respect to the services provided.

20. FEES

20.1. You agree to pay all applicable Fees for the use of the Travel Wallet Account. The most current Fee Schedule will always be in this Agreement. You can find a link to this Agreement in the Account Centre.

20.2. All charges, including fees levied by third parties, will be debited directly to the Card at the time of the Payment Transaction or relevant activity, unless expressly stated to the contrary.

20.3. Fee Schedule

Card Activation & Periodic Fees	
Card Delivery Fee	0 DKK (Must load a minimum of 375 DKK to receive your first personalised card. Subsequent card orders have no minimum load requirement).
Inactivity Fee (Applicable each month after six consecutive calendar months with no Transaction Activity.)	120 DKK
Adding Money (Load) Fee	

Load made by bank transfer	0 DKK
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Load made by debit/credit card	<p>0 DKK if the load is made to a Wallet that is a foreign Currency Wallet, NOT your Home Currency Wallet (The Applicable Exchange Rate applies to the FX conversion).</p> <p>If the load is made to your Home Currency Wallet: 0.5% of load amount, with a 10 DKK minimum. Fee debited from Home Currency.</p>
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ATM Transactions*	
Domestic ATM Withdrawal Fee	0 DKK
International ATM Withdrawal Fee	0 DKK
ATM Balance Inquiry Fee (applies to Domestic and International ATM)	0 DKK
POS Transactions	
Point of Sale (POS) Transaction Fees	0 DKK
Other Fees	
Applicable Exchange Rate	<p>Varies depending on the type and time of transaction.</p> <p>The Applicable Exchange Rate is listed in the Account Centre and will apply whenever: (a) you make a load into a Preferred Load Wallet that is not your Home Currency Wallet, (b) you actively make a transfer between Currency Wallets, (b) the system makes an Auto Wallet Transfer between Wallet Currencies, or (c) you make a transaction in an Non-Wallet Currency.</p> <p>The Applicable Exchange Rate is listed in the Account Centre.</p>

<p>Currency Conversion Fee (applies to Auto Wallet Transfers and transactions in Non-Wallet Currencies)</p>	<p>2.50% of the currency conversion value</p> <p>The Currency Conversion Fee does NOT apply to: (a) a transaction in a Wallet Currency for which you have sufficient funds in the Currency Wallet of the transaction; or (b) loads into your Preferred Load Wallet; or (c) your active transfers, using the Mobile App or Website, between Currency Wallets.</p>
<p>Paper Statement Fee</p>	<p>0 DKK</p>

* Some ATM operators may charge additional fees or charges for cash withdrawals, other activities, such as balance inquiry, or currency conversions.

21. LIMITS

21.1. The Travel Wallet is subject to certain Limits.

The X Travel Wallet Levels and associated Limits are in place to safeguard the integrity of the program. Limits are calculated based on the EUR equivalent balance across all currency wallets in your account.

Travel Wallets Account Limits		
	Level 1	Level 2
<i>How is each account level determined?</i>	<i>Validated Personal Information</i>	<i>Validated Personal Information + Source of Funds Verified</i>
Max Account Balance Limit	10,000 €	15,000 €
Max Redemption	10,000 €	10,000 €
Max Loads in 24 hours	15,000 €	15,000 €
Max P2P activity in 24 hours	2,500 €	2,500 €
Max ATM Withdrawals in 24 hours	2,500 €	2,500 €
Max Purchases in 24 hours	10,000 €	10,000 €
Max Loads within 1 Year	25,000 €	90,000 €

We reserve the right to increase or reduce these limits at any time and to request additional identity verification and source of funds information in order to make such determinations.

21.2. Raising your Limits

We will require information from you when you create your Travel Wallet Account, such as full name, address, date of birth, National ID, and source of funds information. We may require additional documentation or verifications regarding your identity and source of funds in order to allow you to access any of the limit levels.

All documents can be uploaded directly into the Travel Wallet Account Centre. In some cases, we may request that you send documents directly to the Travel Wallet Customer Service Team.

22. PRICELESS CITIES

- 22.1. This Mastercard benefit is available to current users of the Travel Wallet program. This benefit gives users access to exclusive merchant offers and events across the globe. If you choose to participate in Priceless Cities, please know that this is a separate program from Travel Wallet and your experiences with any Priceless Cities offers or events are subject to the Priceless Cities Terms of Use.

23. RECEIPTS; PERIODIC STATEMENTS

- 23.1. You agree to retain your receipts to verify your transactions.
- 23.2. A continuously updated electronic statement of your transaction history is available 24 hours a day, 7 days a week, by visiting the Account Centre. You may export or print the electronic statement. You agree these are reasonable procedures to access Card statements.
- 23.3. You agree to check the Payment Transactions on your Card at least once a month. In accordance with applicable law, the records of Payment Transactions created or received by the Issuer may constitute evidence of the existence, amount and conditions of transactions.

24. INACTIVE OR DORMANT CARD

- 24.1. Your Card may become dormant, or inactive, after an extended period of no financial activity initiated by you (that is, no activity other than any credits or debits initiated by us). If your Card is dormant, we may block outgoing transfers from your Card until you contact Customer Service to re- authorise such transfers.
- 24.2. The Issuer charges a monthly fee for Travel Wallet maintenance, as defined in the Fee Schedule. Such monthly account maintenance fee is waived each month when you make a transaction with your Card.

25. TERMINATION OF THE AGREEMENT

- 25.1. You may terminate this Agreement at any time. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.
- 25.2. We may terminate this Agreement where there is an objective reason for it by providing you notice of our intent to do so at least 2 months prior to the termination date. In the event of a material breach of the Agreement by You, We may terminate the Agreement immediately by providing You a termination notice. In either instance, the termination notice will include the reason for the termination.
- 25.3. You have the right to withdraw from this Agreement without cause and without any Fees or penalty for a period of 14 days from the date on which you activate your Travel Wallet Account ("**Account Opening Date**"). To do this, you must contact Customer Service and notify us of your request to close the Travel Wallet and request that your Available Balance be returned to you without any funds transfer fees.
- 25.4. Following receipt of your notice to terminate this Agreement and close your Travel Wallet Account, we will wait 10 days for any outstanding transactions to be processed. Once all transactions and fees have been deducted, any Available Balance held in Currency Wallets that are not your Home Currency will be converted to your Home Currency Wallet via an Auto Wallet Transfer and returned to you, less applicable Fees, subject to you having provided satisfactory confirmation of your identity and address (where applicable). We will not claim compensation for termination of this Agreement.

26. ACCOUNT CLOSURE AND FUNDS REDEMPTION

- 26.1. If at any time you decide to close the Travel Wallet and request funds redemption, the following rules will apply:
 - 26.1.1. Redemption for a closed account can only be made after the Card has been cancelled;
 - 26.1.2. Redemption can only be made by a single bank transfer to an account held in your name;
 - 26.1.3. We have the right to require that you submit proper and valid identification prior to redemption execution; and
 - 26.1.4. Refer to the Fee Schedule for any applicable Fees, which may be deducted from the Available Balance prior to execution of the redemption.

27. CHANGE OF CONTACT DETAILS

- 27.1. To ensure that we are able to provide you with notices and information from time to time, You must update the Account Centre with any change of name, address, proof of address or e-mail address. To update this information, visit the Account Centre. We may require supporting documentation or information to make changes. All communications to you shall be considered valid if dispatched to your last indicated e-mail or postal address.

28. MODIFICATIONS TO THE AGREEMENT, FEES AND FEATURES OF THE CARD

- 28.1. We reserve the right to change this Agreement at any time, provided that we give you no less than 2 months advance notice to Cardholders of any changes to the current Agreement, the characteristics and features of the Card or the Travel Wallet and the Fee Schedule, if any such changes are adverse to you because they either increase your fees or responsibilities or reduce your rights under this Agreement. If We do not hear from You prior to the expiry of the 2 months We will assume You agree to the change.
- 28.2. We reserve the right to modify this Agreement, effective upon publication and notification, and without providing you any advance notice for changes that are not detrimental to you, including but not limited to changes that: (1) may be required by law, or (2) reduce the fees, charges, or fx rates, or (3) improve the earn rate for XPoints, or (4) relate to the incorporation of new or improved services or functionality, or (5) relate to an assignment of this Agreement to a new Issuer or programme manager, or to the replacement of the entities providing issuance or programme management, as determined at the discretion of Issuer and OURO REINVENT S.L., or (6) in general, do not increase your responsibilities or do not reduce your rights under this Agreement.
- 28.3. You hereby:
 - 28.3.1. acknowledge that your relationship with us is at least partially based on electronic communications, which may be made via the Account Centre or email, and deem such means of communication appropriate to the nature of your relationship with us;
 - 28.3.2. declare that you will consult the Website and Account Centre regularly; and
 - 28.3.3. accept being informed of any such change by means of the Website and Account Centre or email as adequate notice.

28.4. Should you oppose such change, you shall have the right to terminate the current Agreement immediately by contacting Customer Service and providing notification of termination of your Travel Wallet Account. You shall be entitled to receive the current Available Balance of the Card due under the current Agreement less any Fees which

may apply.

- 28.5. Should You not give any such notification as set forth in Section 28.4 above, before the proposed date of the entry into force of the proposed changes, You will be deemed to have accepted such changes.
- 28.6. Continued use of the Travel Wallet and the associated services after the entry into force of the proposed changes shall constitute your consent to such changes.
- 28.7. You may always access the applicable Agreement, Fee Schedule and applicable Limits in the Account Centre. You may also request a printed copy of these documents by contacting Customer Service.

29. DATA PROTECTION

- 29.1. By entering into this Agreement you provide the Issuer with your express prior consent to collect, use and process your personal information and disclose information to third parties, to fulfil its obligations under the Agreement and as set forth in the Privacy Policy.
- 29.2. By using the Card, you agree to grant Issuer, the Processor and their affiliates the right to collect information about you for the purposes of the administration of the Card service, the processing of transactions carried out using the service, routine account maintenance and other purposes as set forth in the Privacy Policy.
- 29.3. Whilst we reserve the right to process and store data in countries outside the European Union, including the United States of America, we shall only do so in full compliance with applicable EU law.
- 29.4. You hereby give a right to the Issuer, the Processor and their designated third parties, to the extent permitted by applicable law to contact you, including but not limited to, by phone, SMS, electronic mail messages, notifications via the Website or the Mobile App, or Account Centre and post, for the purpose of providing you with information relating to your Travel Wallet Account and any other information as may be necessary to carry out this Agreement.

29.5. As set forth in the Privacy Policy, we will obtain your express consent before we, or third parties engaged by us, contact you by email or mobile phone about any commercial proposals or offers which may be of interest to you. If you have elected to opt in when you registered for a Card to receive marketing, we may contact you by phone, SMS, electronic mail messages, notifications via the Website, the Mobile App or the Account Centre and post about products and services provided by us. If you no

longer wish to receive information about products or services, then please opt-out in the Website, the Mobile App or Account Centre or by contacting Customer Service.

- 29.6. As set forth in the Privacy Policy, you have the right to have access to information we have collected from you in accordance with the applicable law relating to the protection of individuals regarding the processing of Personal Data.

30. RECORDING OF PHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS

- 30.1. You acknowledge and agree that, in order for us to perform the services to you, we have the right to register and keep records of telephone and electronic communications with you, all in accordance with the applicable privacy regulations. The right to register and keep records of such communications shall not trigger any liability by us.

31. ANTI-MONEY LAUNDERING COMPLIANCE

- 31.1. In accordance with applicable legislation to fight money laundering and financing of terrorism, the opening of any client relationship, including a Cardholder relationship, is subject to proper Cardholder identification by the Issuer and the Processor. You hereby represent that you will without delay disclose any relevant requested identifying information to us, keep such information up-to-date and inform us of any relevant change.
- 31.2. In addition, your use and access to the Card and Account are expressly conditioned on the following:
- 31.3. No Cardholder or user of the Card or Accounts is a person that is, or is owned or controlled by persons that are: (1) the subject target of any Sanctions; or (2) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions.
- 31.4. No Cardholder or user of the Card or Accounts shall: (1) conduct any

business or engage in making or receiving any contribution of goods, services or money to or for the benefit of any person, or in any country or territory, that is the subject or target any Sanctions; (2) deal in, or otherwise engage in any transaction related to, any property or interests in property blocked pursuant to any Sanctions or that would otherwise be prohibited by relevant anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption laws or Sanctions; or (3) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any relevant anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption laws or Sanctions.

- 31.5. The funds Loaded to the Card and in the Account may not be derived from or used to fund, facilitate or engage in any illicit activity, including without limitation: (1) any transaction, dealing or activity that contravenes relevant anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption laws or Sanctions or that would cause the Issuer or Rev to be in violation of such laws; or (2) any unlawful internet gambling activities, including the betting, acceptance of credit, electronic fund transfers, checks, or any other payment involving a financial institution to settle unlawful internet gambling debts.

32. APPLICABLE LAW / JURISDICTION

- 32.1. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of Spain.
- 32.2. We will communicate with you in English.
- 32.3. Notwithstanding the terms and conditions of this Agreement, the Cardholder will always benefit from mandatory Danish consumer protection laws. Any proceedings against a Cardholder may only be brought in the courts in the Member State in which the Cardholder is domiciled. The Cardholder may bring proceedings against us either in the courts of the Member State in which we are domiciled or in the courts for the place where the Cardholder is domiciled.
- 32.4. This Agreement, with the Fee Schedule, Privacy Policy and Limits presented on the Account Centre incorporated herein by reference, constitutes the entire agreement between you and us with respect to the Travel Wallet program. If any provision of this Agreement is determined to be unenforceable under applicable law, the other provisions of this Agreement will remain valid and enforceable.
- 32.5. No failure by us to enforce the performance of any provision of this Agreement will constitute a waiver by us of our right to subsequently enforce such provision or any other provisions of this Agreement. Those provisions of this Agreement intended to survive any termination or cancellation of this Agreement shall survive in force upon any such termination or cancellation.
- 32.6. We may assign our rights under this Agreement. Your Travel Wallet and the funds in it are subject to all applicable rules of any clearinghouse or other association involved in transactions.

33. COMPLAINTS

- 33.1. If you have a complaint about our service, please first contact Customer Service at support@xtravelwallet.com or by contacting customer service through the Account Centre.
- 33.2. If You still disagree or are dissatisfied with the outcome of a complaint or claim You may have in relation to the payment services may be made to Issuer's Formal Claim Service at the following email address: sac@bnext.es.

The deadline for Issuer's Formal Claim Service to resolve the complaint or claim is fifteen business days from the date the complaint or claim is submitted to Issuer.

Once the fifteen working days have elapsed from the date on which the complaint or claim was filed without the Customer Service Department having resolved it, or before this period has elapsed if the complaint or claim has been totally or partially rejected or if you are not satisfied with the resolution issued, you can go to the corresponding complaints service of the Bank of Spain on this link <https://sedeelectronica.bde.es/sede/es/> or at their offices in Calle Alcalá, 48, 28014, Madrid, Spain.

- 33.3. In the unlikely event that Issuer is unable to resolve the dispute directly with You, please note that the European Union operates an online dispute resolution application for EU consumers to which you can submit disputes arising from online purchases. You can access this application at <https://ec.europa.eu/odr>. You will also have the option of resolving the dispute through the courts.

34. REGULATORY AUTHORITY

- 34.1. BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA a company registered in Spain, with company registration number B88463534 supervised by the Bank of Spain, Financial Entity Department, Calle Alcalá, 48, 2801, Madrid, Spain.

35. LIMITATION OF LIABILITY

- 35.1. ABSENT GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD BY US, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

36. SAFEGUARDING OF CARD FUNDS

- 36.1. THE FUNDS ON YOUR TRAVEL WALLET ARE HELD IN TRUST BY BNEXT ELECTRONIC ISSUER, E.D.E., SOCIEDAD LIMITADA a company registered in Spain, with company registration number B88463534 and registered office in Zurbano 71, 28010, Madrid, Spain. BNEXT agrees to keep funds loaded into Travel Wallet Accounts segregated from other funds held by it, and to use all reasonable care in safeguarding such Travel Wallet funds.

37. INDEMNIFICATION

- 37.1. To the extent allowed by the applicable law, you agree to indemnify and hold us harmless from and against any and all direct loss made or incurred due to or arising out of your breach of this Agreement, your fraud or willful misconduct, or your violation of any law or the rights of a third party relating to your use of your Travel Wallet.

38. RIGHTS AND REMEDIES

- 38.1. Without limiting its other remedies at law or equity, the Processor may warn the Issuer about any fraudulent, unlawful, illegal, or unethical acts you may have committed with your Travel Wallet, as well as place a "hold" on the Account or on certain transactions attempted using your Travel Wallet Account.