

ADDITIONAL TERMS AND CONDITIONS FOR TESTING OF PAYWISER x GATEHUB MASTERCARD DEBIT PAYMENT CARD FOR CONSUMERS

1. Introductory provisions

The issuer of these General Terms and Conditions is PAYWISER, a company for the issuance of electronic money and payment services, d.o.o., Bravničarjeva ulica 13, 1000 Ljubljana, Slovenia, registration number: 8640084000 (hereinafter referred to as "Paywiser").

These Additional Terms and Conditions ("Terms") apply specifically to the testing of the Paywiser x GateHub MasterCard payment cards. These Terms form part of the overarching General terms for the issuance and use of the Paywiser MasterCard debit payment card for consumers ("General terms and conditions") governing the use of the Paywiser MasterCard payment card (attached below and accessible on <https://paywiser.eu/terms-and-conditions/cards?lang=#sec06>) and apply solely to the specific aspects related to the card testing process. By participating in the testing, the User agrees to comply with these Terms, as well as the General terms and conditions, unless otherwise specified herein.

2. Issuer Information and Partners

The payment card is issued by PAYWISER, družba za izdajo elektronskega denarja in plačilne storitve, d.o.o., Bravničarjeva ulica 13, 1000 Ljubljana, Slovenia, registration number: 8640084000 ("Paywiser"), an electronic money institution licensed by the Bank of Slovenia.

Paywiser is a member of the Mastercard international card scheme with an active Mastercard card licence. Paywiser is authorized to issue Paywiser Mastercard payment cards. Mastercard is a registered trademark and the image with the circles is a trademark of Mastercard International Incorporated. GateHub Crypto d.o.o. (»GateHub«), incorporated in Slovenia, is a partner of Paywiser and is approved by Mastercard for a Card Program for Mastercard cards.

2. Purpose of the Card Testing

The Paywiser x GateHub MasterCard payment card is issued exclusively for the purpose of testing the functionality of the card system ("Testing"). Users participating in the Testing ("Users") acknowledge and agree that they are participating in a testing process and that the use of the card is subject to specific limitations and restrictions.

3. Card Validity and User Interface

The card's validity is limited to the duration of the Testing period, which shall not exceed six (6) months. Paywiser reserves the right to deactivate the card at any time prior to the expiration of the Testing period, particularly once the maximum allowable spending limit has been reached or at its discretion for any other operational or regulatory reason.

Activation of card is managed by the Users by Using an interface provided by GateHub, which allows for the user to interact with the card and manage the funds on the account provided by GateHub.

4. Spending Limits

The total spending limit on the card is EUR 150.00. The maximum amount per individual transaction is EUR 50.00.

The card may not be reloaded or topped up with additional funds after the initial allocation.

5. Permissible Uses

The card may only be used for the purchase of goods and services. Cash withdrawals, including withdrawals in the value of the electronic money stored on the card, are strictly prohibited.

6. Limitation on Card Issuance

Each User may receive only one (1) Paywiser x GateHub MasterCard payment card for the purpose of Testing. Additional cards for the same User are not permitted.

7. Deactivation of the Card

Paywiser reserves the right to deactivate the card once the total spending limit of EUR 150.00 has been reached. The card may also be deactivated at Paywiser's discretion if there are issues related to security, misuse, or non-compliance with these Terms or General terms and Conditions.

8. Marketing and Promotion

Users are prohibited from promoting or advertising the Paywiser x GateHub MasterCard payment card without the prior written consent of the card issuer (Paywiser). Any unauthorized promotion of the card, including on social media or through other public channels, is strictly prohibited.

9. Data Collection and User Consent

As part of the Testing process, Users consent to the collection and processing of their personal data, including transaction data, in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR). Paywiser shall use the collected data for the purpose of evaluating the performance of the card and ensuring compliance with regulatory obligations. For more information on this topic please see General Terms and conditions and Paywiser Privacy policy.

10. User Responsibilities

Users are responsible for ensuring that they use the card in compliance with these Terms, General Terms and Conditions and any additional instructions provided by Paywiser. Any misuse of the card, including exceeding transaction limits or attempting to use the card for unauthorized purposes, may result in immediate deactivation and further action as deemed appropriate by Paywiser.

11. Amendments to the Terms

Paywiser reserves the right to amend these Terms at any time. Any updates or changes will be communicated to Users in a timely manner, in compliance with General Terms and conditions.

12. Governing Law

These Terms and Conditions are governed by the laws of the Republic of Slovenia. Any disputes arising from these Terms shall be subject to the jurisdiction of the competent courts in Slovenia.

13. General terms and conditions

For all matters not specifically governed by these additional Terms, Users shall refer to and comply with the applicable overarching General terms for the issuance and use of the Paywiser MasterCard debit payment card for consumers governing the use of the Paywiser card. General terms and conditions remain fully in force and apply to all aspects of card usage not explicitly covered in these Terms.

For further inquiries or clarifications regarding these Terms, Users may contact Paywiser at info.eu@paywiser.com.

Version: October 2024

General terms

FOR THE ISSUANCE AND USE OF THE PAYWISER MASTERCARD DEBIT PAYMENT CARD FOR CONSUMERS

These General Terms and Conditions apply to all users (consumers) of the electronic money issuance and redemption services and payment services provided by Paywiser.

1. Introductory provisions

- 1.1. The issuer of these General Terms and Conditions is PAYWISER, a company for the issuance of electronic money and payment services, d.o.o., Bravničarjeva ulica 13, 1000 Ljubljana, Slovenia, registration number: 8640084000 (hereinafter referred to as "Paywiser"). Paywiser is a company established under Slovenian law and entered in the Register of Legal Entities of the Republic of Slovenia.
- 1.2. Paywiser is authorised by the Bank of Slovenia to provide electronic money issuance and payment services as a hybrid electronic money issuance company (licence no. 0.04.5.4-5/2020-70 of 2 November 2021) and is entered in the register of electronic money issuance companies maintained by the Bank of Slovenia. The register is published on the website of the Bank of Slovenia (www.bsi.si). Paywiser is also authorised to provide its services in other EEA countries. The authorities responsible for supervision are the Bank of Slovenia, the Office for the Prevention of Money Laundering, the Financial Administration of the Republic of Slovenia, the Market Inspectorate of the Republic of Slovenia and other competent authorities.
- 1.3. Paywiser is a member of the Mastercard international card scheme with an active Mastercard card licence. Paywiser is the issuer of the Paywiser Mastercard. Mastercard is a registered trademark and the image with the circles is a trademark of Mastercard International Incorporated.
- 1.4. The general e-mail address for communication with Users is info.eu@paywiser.com, but other e-mail addresses may be specified in the General Terms and Conditions depending on the content of the communication.
- 1.5. These Terms for the Issuance and Use of the Paywiser Mastercard Debit Payment Card for Consumers ("General Terms" or "Terms") constitute a contract between Paywiser and the User. Together with the General Terms and Conditions for the service of issuing and redeeming electronic money and providing payment services through the Paywiser Payment Account for Consumers (hereinafter referred to as the "General Terms and Conditions for the Payment Account") and other relevant additional terms and agreements as set out in these Terms or the General Terms and Conditions for the Payment Account, they constitute the contractual framework between Paywiser and the User.
- 1.6. These Terms cover the rights and obligations of Users in connection with the provision of payment services and the use of the Paywiser Mastercard debit payment card (hereinafter referred to as the "Paywiser Card"). Anything not specifically covered by these Terms shall be governed by the General Terms and Conditions of the Payment Account and other documents published on the Paywiser website, which shall be deemed to govern the legal relationship between Paywiser and the User. By ordering and activating a Paywiser Card, the User expressly acknowledges that he/she is aware of and fully agrees to the contents of these Terms, the General Terms and Conditions for the Payment Account and the General Terms and Conditions for the Use of the Paywiser Mobile Application, and that he/she has been informed of them in sufficient time to enable him/her to familiarise himself/herself with them prior to the conclusion of the contract.

- 1.7. These Terms apply to all Users of the Paywiser Card, unless otherwise agreed in a separate agreement between Paywiser and the individual User.
- 1.8. By ordering a Paywiser Card, the User expressly acknowledges that he/she understands the English language and agrees to conduct business in English. Otherwise, the User cannot use the Paywiser Card and the Paywiser mobile application for its management.
- 1.9. The headings in these Terms are for reference only and do not limit the scope of application of individual provisions. Capitalised terms have specific definitions and are described in Clause 2 of these Terms (Meaning of Terms) or in the body of the Terms.

2. Meaning of terms

- 2.1. The following words or phrases, when used in these General Terms and Conditions or any document referred to herein, shall have the following meanings:

Account/Payment Account means the electronic money and payment account opened by Paywiser on behalf of the User and used for the execution of payment transactions and as a source of funds for the use of the Paywiser Card;

Business Day means a day determined by Paywiser on which Paywiser participates in the execution of a Payment Transaction and performs the necessary activities for such Payment Transaction. Paywiser may establish different business days for the provision of different services and/or for the execution of different payment transactions. Unless otherwise agreed, a business day shall be deemed to be any day which is a business day in the Republic of Slovenia (any day other than Saturday, Sunday, public holidays and public holidays under the legislation in force from time to time) and which is also a business day of all other payment service providers involved in the execution of the payment order.

Consumer is a natural person who enters into a contractual relationship for his personal purposes, outside the scope of his gainful or professional activity;

User means a consumer who uses or has requested the use of the services subject to these General Terms and Conditions and has entered into a contractual relationship with Paywiser;

KYC procedure means the procedure (know-your-customer or know-your-customer) by which Paywiser collects all the necessary information about the User in accordance with the PDPADFT-2;

Fee means the fee and other costs and charges payable to Paywiser for issuing the Paywiser Card and all costs associated with its use and the performance of all other services related to the Paywiser Card;

A durable medium is any instrument which enables the user to store data addressed to him personally in such a way that it is accessible for subsequent use for as long as is necessary for the purposes of that data and which enables the stored data to be played back unchanged (e.g. magnetic media, e-mail, DVD);

Paywiser web interface for access to the User's Payment Account (hereinafter referred to as the "Paywiser web interface") enables the User to use electronic money for payment transactions and to access and manage the Payment Account. The terms and conditions of use are described in more detail in the General Terms and Conditions of Use of the Paywiser Web Interface, published on the Paywiser website.

The Paywiser mobile application enables the User to manage the Paywiser Card and to monitor and confirm transactions (if applicable).

The Paywiser mobile application has, inter alia, the following functionalities - the User can order a card, manage the card (view card details, set PIN, lock/unlock the card, block the card, etc.), view the balance of the Payment Account, view the transaction history, change the password to enter the application, etc. The terms and conditions of use are described in more detail in the General Terms and Conditions for the use of the Paywiser mobile application, published on the Paywiser website.

Strong Customer Authentication (SCA) means User authentication based on the use of two or more elements classified as User knowledge (something only the User knows), ownership (something only the User has) and inherent connection to the User (something the User is), which are independent of each other, since failure of one does not compromise the reliability of the others, and designed to protect the confidentiality of authentication data;

Contracting Party ("Party") means Paywiser or the User or both together as Contracting Parties ("Parties");

Payer is a natural or legal person who initiates a payment transaction by issuing a payment order or providing consent to the execution of a payment order issued by a payee;

Payee means the natural or legal person who is the intended payee of the funds that are the subject of a payment transaction; **Statement** means a document prepared by Paywiser for the User which includes details of payment transactions that have been made during a specified period of time;

ZPlaSSIED means the Slovenian Act on Payment Services, Electronic Money Issuing Services and Payment Systems.

ZPPDFT-2 means the Slovenian Act on the Prevention of Money Laundering and Terrorist Financing.

3. Content of the contractual relationship

- 3.1. The User's Paywiser Card is linked to the User's Payment Account opened with Paywiser, in which the User holds electronic money issued by Paywiser. The issuer of the Paywiser Card is Paywiser. It is a debit payment card.
- 3.2. By using the Paywiser Card, the User uses the available funds in his/her Payment Account.
- 3.3. The User's rights and obligations are set out in these General Terms and Conditions and in the General Terms and Conditions for the Payment Account, and the User has no rights in relation to Mastercard.
- 3.4. The User shall have the right to request from Paywiser at any time a copy of these Conditions and any other documents forming part of the contractual relationship, in paper form or on another durable medium. The Terms in force from time to time are published on the website www.paywiser.com.
- 3.5. The User acknowledges and expressly agrees that all communications, including face-to-face communications, between Paywiser and the User shall be in English unless otherwise agreed by the Parties. All communications and information regarding any changes to the Services and prices and other relevant information shall be provided in English unless otherwise agreed by the Parties. Paywiser will also provide the User with an English translation for certain documents, and the User is specifically reminded that the Paywiser mobile application through which the User operates his/her Paywiser Card is only available in English.

4. Ordering and registering a Paywiser card

- 4.1. Paywiser Card may only be ordered by Paywiser Payment Account Users who have successfully completed the Registration and KYC Process and other required activities in accordance with the General Terms and Conditions for the Payment Account.
- 4.2. Paywiser Card can be ordered by the User via the Paywiser mobile application, which can be downloaded on the User's mobile phone, and after the User has successfully registered as a Paywiser User. Upon registration, the User selects and sets the 6-digit PIN number of the card.
- 4.3. Paywiser will issue the Paywiser Card based on the information provided by the User. It is the User's obligation to provide accurate information and to notify any changes without undue delay, but no later than within 5 (five) business days.

5. Receipt and activation of the Paywiser card

- 5.1. If the identification and authentication of the User is successful, Paywiser shall instantly issue the User with a virtual MasterCard Debit Card, which shall be immediately accessible within the Paywiser Mobile App and available for use by the User, after prior activation of the virtual Card by the User.
- 5.2. User has an option to order a physical Paywiser MasterCard Debit Card within the Paywiser Mobile App. To activate contactless payments on a physical card, a transaction with physical card needs to be made using the PIN.
- 5.3. Upon receipt of the Paywiser Card, the User must immediately sign the Paywiser Card in his/her own handwriting in indelible characters. An unsigned card is invalid. All damages and misuse costs resulting from an unsigned card shall be borne by the cardholder.
- 5.4. The PIN number of the Paywiser Card may never be disclosed to anyone. Paywiser will never disclose the User's PIN number to third parties or ask the User to provide it.
- 5.5. The User may change the assigned PIN number at any ATM that allows this or in the mobile application. When changing the PIN number, the User is advised not to choose a PIN number that is easy to guess,

such as numbers that are linked to the User (e.g. telephone number, date of birth, etc.) or are part of the data printed on the Paywiser card or are identical to the User's previous PIN number.

6. Using the Paywiser card

- 6.1. Paywiser Card is the property of Paywiser and bears the name and surname of the User. The Paywiser Card is non-transferable and may only be used by the User.
- 6.2. The Paywiser Card is a payment instrument used by the holder in the course of business. The User may use the Paywiser Card to order a payment transfer to the Payee. The Paywiser Card may be used by the User at any merchant that accepts MasterCard payments. It can also be used to withdraw cash at ATMs in Slovenia or abroad (which may incur additional charges).
- 6.3. Each transaction must be personally authorised by the User. Paywiser will treat transactions as approved by the User:
 - 6.3.1. if the User's Paywiser card touches and is accepted by a contactless POS terminal or if the User signs a purchase receipt; or
 - 6.3.2. when the PIN number of the User's Paywiser Card or other personal security code of the User is used; or
 - 6.3.3. when the User enters the details of his Paywiser Card in accordance with the instructions on the payment pages of the Merchant's website or mobile application.
- 6.4. The Paywiser Card is a debit card, which means that the available balance in the User's Payment Account, accessible via the Paywiser Web Interface, is reduced by the full amount of each transaction made, plus any applicable taxes and Fees and other charges, including any additional ATM usage charges. If the total amount charged exceeds the available balance, the Paywiser Card may not be used by the User. The User may check the available balance at any time via the Paywiser mobile application or via the Paywiser web interface.
- 6.5. The Paywiser will receive the User's approval of the transaction as follows:
 - 6.5.1. for online and physical point of sale purchases, at the time Paywiser receives the relevant instructions from the merchant acquirer; and
 - 6.5.2. for ATM transactions, at the moment at which the instructions entered at the ATM are received from the ATM operator.
- 6.6. The User may revoke a payment order by withdrawing consent to execution. The User may cancel the payment order before Paywiser grants authorisation. Once the authorisation has been granted, the User may no longer cancel the execution of the payment transaction. Since Paywiser receives the User's authorisation of transactions at almost the same moment, the User will not be able to revoke his/her consent or acquiescence to the transaction at a later date, unless otherwise provided by applicable Slovenian law.
- 6.7. Paywiser shall allow the User to receive credit transfers to the Paywiser Card. Paywiser shall transfer all credits to the User's Payment Account and charge the User a fee in accordance with the Price List in force from time to time.
- 6.8. The Paywiser Card may also be used for transactions in currencies other than the Euro ("Foreign Currency Transactions"). The User settles all obligations related to card transactions, both domestic and international, in euros. In the case of transactions in foreign currencies, the amount by which the User's Available Balance will be reduced is converted to euros on the day of the receipt payment request. For obligations incurred in foreign currencies for which there is a direct conversion rate to Euro (EUR) in the Mastercard International System, the payment amount will be converted from the local currency at the purchase rate to Euro (EUR) on the day the transaction is processed in the Mastercard International System and at the exchange rate set by the Mastercard International System. For obligations in foreign currencies for which there is no direct exchange rate between the local currency and Euro (EUR) in the Mastercard International System, the amount will be converted from the local currency first at the buying rate into US Dollars (USD) and then at the selling rate from US Dollars (USD) into Euros (EUR) on the date of processing of the transaction in the international Mastercard system and at the exchange rate determined by the international Mastercard system (the date of authorisation and the date of processing of the transaction/financial transaction are usually different).

Changes in the exchange rate are effective immediately. The exchange rate is subject to fluctuation (even within the same day) and may therefore change between the time the User authorises the transaction and the time the transaction is settled in the Mastercard Scheme. The User can check the exchange rate used for the transaction in the User's transaction history, which is available via the Paywiser mobile app and the Paywiser web interface. Card scheme exchange rates may differ from the reference rate of the ECB.

Exchange rates are available to the user at the following links:

ECB Euro foreign exchange reference rates (europa.eu):

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.sI.html

Mastercard exchange rate:

<https://www.mastercard.com/global/en/personal/get-support/convert-currency.html>

- 6.9. When using the Paywiser Card for transactions in foreign currencies, Paywiser may charge an additional surcharge for conversion into the foreign currency. If the User chooses to pay/debit by conversion for transactions at physical POS terminals or ATMs, the exchange rate and any conversion costs will be charged by the bank holding the device (POS terminal or ATM). If, when making payments online, the User selects to pay with a Paywiser card entered in solutions of other financial providers, the exchange rate of the third party provider (e.g. Pay Pal, etc.) may be taken into account.

Since the actual exchange rate used depends on the transaction processing date (and not the time of card usage), the User and Paywiser expressly agree, and the User consents, that Paywiser will not provide informational messages regarding the execution of card transactions at the point of sale or ATM where currency conversion in any currency of the EGP countries other than the euro takes place.

Instead, the user will check and compare the informational exchange rate at the following links:

ECB Euro foreign exchange reference rates (europa.eu):

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.sI.html

Mastercard exchange rate:

<https://www.mastercard.com/global/en/personal/get-support/convert-currency.html>

In case the User wishes to receive messages regarding currency exchange rates before authorizing a payment transaction, Paywiser will provide such messages in the form of push notifications in the Paywiser mobile application upon the User's request.

- 6.10. For security reasons, merchants must obtain issuer approval for all transactions made with a Paywiser Card. In certain circumstances, Merchants may require the User to authorise a higher balance on the User's Payment Account than the value of the transaction the User wishes to make. The User will only pay the actual and final amount of the transaction made by the User and must know with certainty the exact amount of the transaction at the time of approval. This can happen: in hotels, car rentals and with some online merchants - some merchants' websites send a payment authorization request upon registration or completion of a purchase to check whether funds are available. This temporarily affects the available balance.

Many traders, especially online traders, do not deduct the amount of the payment until the goods have been dispatched. Any payments made in this way must then be taken into account by the User for other purchases and to ensure that an adequate balance is available to pay for all purchases.

All funds reserved will be released by Paywiser without undue delay, as soon as it is aware of the exact amount of the transaction and as soon as it has received the appropriate instructions for the transaction from the Merchant.

- 6.11. If the Merchant agrees to reimburse the funds for a purchase made with a Paywiser Card, the funds will be added to the available balance in the User's Payment Account upon receipt by Paywiser from the Merchant.

- 6.12. The expiry date of the Paywiser Card is printed on the card or is also visible in the Paywiser mobile application. Once the Paywiser card expires, it may no longer be used. Before the latter expires, Paywiser will automatically send the User a replacement card (for which a fee may be charged).

- 6.13. In the event of the User's death, the Paywiser Card shall cease to be valid from the date Paywiser is notified of the Card User's death. The termination of the validity of the Card itself shall not affect the

obligation of the User or his/her heirs to pay the obligations arising from the use of the Card up to the date of termination of the validity of the Card.

7. Safe use of the Paywiser card

- 7.1. When using the Paywiser Card, the User must act with care and caution. He must comply with all the provisions of these General Terms and Conditions. He/she must also protect his/her card to prevent as far as possible any loss, theft or other unauthorised confiscation or misuse of the card and any consequential material damage. The Paywiser Card may only be used by the User personally and may not be lent to anyone or made available for use by third parties. When using the card to make payments, the User must monitor the entire process at all times and must not let the card out of his/her sight. At the point of sale, the Paywiser Card shall be inserted or swiped or brought closer to the POS terminal only once. Otherwise, the User should request the Point of Sale to provide the User with a confirmation of authorisation for each failed authorisation.
- 7.2. Before entering a PIN number or signing a purchase confirmation, the User should always make sure that the amount printed or displayed matches the amount he/she wishes to authorise. When entering the PIN number, the User should always pay attention to his surroundings and cover the dial with his other hand or a suitable object. The User should ensure that he/she is standing alone in front of the machine and that no one is looking over his/her shoulder. The User should also not ask for help from passers-by if he/she does not understand or know how to use the machine.
- 7.3. Upon request by the Merchant at a physical point of sale, the User must allow the Merchant to verify the validity date of the Paywiser Card and to identify the User.
- 7.4. Users should only make online purchases with the card on secure websites (appropriate browser code) and from reliable and verified providers of goods and services. The user should always check whether there may be public announcements of online fraud in the media or on social networks. To access online sales sites, the User should only use devices that are protected against hacking and malware (viruses, Trojan horses, etc.) by appropriate technical and software protection. The data recorded on the Paywiser card (name and surname of the cardholder, card number "PAN", validity date, CVC code) are security mechanisms of the card and must not be communicated to anyone except when entering them at the online point of sale.
- 7.5. When an SCA is used for remote payment transactions, it contains elements to dynamically link the payment transaction to a specific amount and a specific payee. The user confirms the online payment in the Paywiser mobile application by entering a password or by using his/her biometric data.
- 7.6. The User is responsible for the safe custody of his Paywiser Card, its data and security data for the use of the Paywiser mobile application and the Paywiser web interface.
- 7.7. Preposedano je: It is prohibited:
 - 7.7.1. to allow another person to use the User's Paywiser Card or its data or the Paywiser mobile application or Paywiser web interface; or
 - 7.7.2. record his PIN number or security details in a way that would allow third parties to misuse the User's Paywiser Card or Paywiser mobile application or Paywiser web interface; or
 - 7.7.3. disclose their PIN number or other security details or make them accessible to third parties;
 - 7.7.4. enter your PIN number into an ATM that does not appear to be genuine, has been tampered with, has suspicious devices installed or is operating suspiciously; or
 - 7.7.5. allow another person to take the User's Paywiser Card out of the User's line of sight; or
 - 7.7.6. enter their PIN number into an ATM or POS terminal in such a way that it can be seen by others; or
 - 7.7.7. leave the Paywiser Card with other items in a car, in a public cloakroom, in a hotel room safe or similar; or
 - 7.7.8. use the Paywiser Card for any unlawful purpose, including the payment for goods or services prohibited by the country in which the User uses the Card.
- 7.8. The User must regularly monitor the available balance and transaction history via the Paywiser mobile application to identify any unauthorised use of the Paywiser Card and to check for the existence of unknown transactions. Paywiser will also send the User card transaction statements via the Paywiser mobile application or Paywiser web interface or email. The User is obliged to check at least once a day that the card is in his/her immediate possession.

- 7.9. The Paywiser Card may also be used in cases where a real-time confirmation cannot be obtained but the User has an adequate balance available for the transaction. This may be the case for transactions on trains, boats, planes, toll booths, etc. For such transactions carried out, the User, whatever the reason, is liable and obliged to pay Paywiser immediately and without any special reminder the amount exceeding the available balance of his Paywiser Card.
- 7.10. The Paywiser Card may not be used as an identification document.
- 7.11. When using the Paywiser Card, the User is obliged to observe the restrictions on the use of the Payment Account to which the Card is linked, which are described in the General Terms and Conditions for the Payment Account. Each transaction is subject to a spending limit check and may be declined if it does not meet the spending limit criteria. It is the User's responsibility to select and control the Card spending limits within the permitted limits.
- 7.12. Paywiser Mobile App may only be used on devices on which the operating system has not been modified, which do not have the protections against the use of unapproved applications removed and whose configuration only allows the installation of software from sources approved by Paywiser (including, but not limited to, the Apple App Store, Google Play). The Paywiser Mobile App is used by the User on other devices at the User's own risk, and Paywiser shall not be held liable for any financial loss or loss of data or information.
- 7.13. The User is also obliged to comply with any other instructions, warnings or advice of Paywiser relating to the use of the Card, which are published on the website www.paywiser.com or provided to the User by Paywiser via the App, email or otherwise.
- 7.14. Paywiser shall not be liable for any damages suffered by the User as a result of the theft or loss of the mobile device or SIM card.

8. User's material responsibility and approvals

- 8.1. The use of the Paywiser Card issued by Paywiser for the User's Payment Account is the User's sole responsibility.
- 8.2. The User is responsible for all transactions authorised by the User in accordance with the provisions of these General Terms and Conditions.
- 8.3. The User shall be responsible for the use of the Paywiser Card issued under these General Terms and Conditions and for all Fees and any other charges incurred in respect of the Card.
- 8.4. The User shall be materially liable for all transactions resulting from its misuse, wilful breach of these General Terms and Conditions, failure to exercise due diligence or gross negligence. Failure to comply with the obligations regarding the safe use of the Card set out in Section 7 of these Terms and Conditions shall be deemed to constitute gross negligence on the part of the User.
- 8.5. The User agrees to indemnify Paywiser and its partners, sponsors, service providers and their concerns as soon as possible and to assume their material liability in respect of their costs in any litigation arising out of the enforcement of these General Terms and Conditions and/or breach of these General Terms and Conditions, or misuse of the Paywiser Card, the Paywiser Mobile App or Paywiser Web Interface login details or PIN by the User or with the User's approval.

9. Loss, theft or damage of the Paywiser Card

- 9.1. In the event of loss, theft, misuse or other events that create a risk of unauthorised use of the Paywiser Card, the User must immediately arrange for the Paywiser Card to be blocked via the Paywiser mobile application and notify Paywiser thereof. The User may also contact Paywiser at fraud.eu@paywiser.com or info.eu@paywiser.com to block the Paywiser Card.
- 9.2. Provided that the User has immediately blocked his Paywiser Card via the Paywiser mobile application as described in the preceding paragraph and paragraph 9.3 does not apply, the User shall not be liable for any losses incurred after the User has blocked the card or notified Paywiser to do so.
- 9.3. For any loss resulting from unauthorised payment transactions arising from the use of a lost or stolen payment instrument or the misappropriation of a payment instrument before the User has blocked the Paywiser Card or requested Paywiser to do so, the User shall be liable for damages up to a maximum amount of EUR 50.
- 9.4. Clause 9.3 of these Conditions shall not apply if:

- 9.4.1. the loss, theft or misuse of the Payment Instrument was not detected by the Payer prior to payment, except where the Payer has acted fraudulently as set out in clause 9.5 of this Agreement;
or
- 9.4.2. the loss was caused by the acts or omissions of an employee, agent or affiliate of Paywiser or of the outsourcing company.
- 9.5. Notwithstanding the preceding clauses, the User shall be liable for all consequences of the loss if the User has acted fraudulently, intentionally or with gross negligence (e.g. The User did not use the Paywiser Card in accordance with the provisions of these General Terms and Conditions on the safe use of the Card; did not notify Paywiser when he/she became aware of the loss, theft or misuse of the Card in accordance with the provisions of these General Terms and Conditions; did not, after receiving the Card, take all reasonable steps to protect the security features of the Card which allow the User to be identified and are personally linked to him/her - personal PIN number, etc.) and shall bear the entire loss incurred before and after the blocking of the Card by the User himself/herself.
- 9.6. In the event of multiple loss, theft or misuse of the Paywiser Card, Paywiser may refuse to reissue the Card or restrict transactions with the Card.
- 9.7. If the User informs Paywiser that the Paywiser Card has been lost/stolen, the User must also report this to the nearest police station. In the event of a report being made at a police station, the User must request a photocopy of the report or a certificate of reporting, which must be provided to Paywiser upon request.
- 9.8. Paywiser shall be entitled, but not obliged, to carry out a preventive blocking of the card in the event that it implements operational security measures, for example, if there are reasons to believe that the card may be misused or the card details stolen, or if there is a suspicion of unauthorised or fraudulent use of the card, etc. Paywiser may, upon detection of suspected misuse of the card, as a preventive measure and on its own or upon confirmation and approval of the User, block the existing card and order a new card, notifying the User thereof. In this case, the User shall receive the new Paywiser Card and the new PIN number in the manner agreed upon when the Paywiser Card was issued.

10. Fees and costs

- 10.1. The Paywiser Card is subject to the Fees set out in the Price List published on the Paywiser website.
- 10.2. The User authorises and permits Paywiser to recover all Fees from the User's Payment Account, which shall be notified to the User by means of a Statement in the manner agreed in the General Terms and Conditions for the Payment Account.
- 10.3. Paywiser shall not charge the User any value added tax for the services provided under this Agreement and the General Terms and Conditions, as the services in question are exempt from the Value Added Tax Act.

11. Neodobrene transakcije in nepravilno izvedene transakcije

- 11.1. The User must regularly check the history of transactions with the Paywiser Card in the Paywiser mobile application, in accordance with paragraph 7.8. If the User has reason to believe that a particular transaction has not been authorised by Paywiser or that it has been incorrectly executed, the User must notify Paywiser immediately at fraud.eu@paywiser.com or info.eu@paywiser.com, and no later than 13 months from the date of the transaction in question.
- 11.2. If the User has initiated a transaction but the recipient claims not to have received the transfer, Paywiser will immediately attempt to trace the transaction and notify the User of the results. If Paywiser is unable to prove that the recipient's payment service provider received the transfer, Paywiser will refund the User and restore the available balance to what it would have been without the transaction in question.
- 11.3. Paywiser will execute each transaction using the information provided by the User and will not be liable for non-execution or incorrect execution if it turns out that the User has provided incorrect information to Paywiser. However, Paywiser will use reasonable endeavours to recover the money of such transaction and may charge the User for the costs involved.
- 11.4. If Paywiser is responsible for an incorrectly executed transaction notified by the User to Paywiser in accordance with paragraph 11.1, Paywiser will refund the User the amount in question and restore the

available balance to what it would have been without the transaction in question, or ensure that the transaction is executed correctly.

- 11.5. If Paywiser is obliged to refund the User, it will do so immediately and in any event by the end of the next Business Day following the day on which Paywiser became aware of the unauthorised transaction (unless Paywiser has reasonable grounds to believe that the User has acted fraudulently, in which case Paywiser will notify the competent authorities in accordance with the law). If, after investigation, Paywiser reasonably believes that it was not obliged to refund the money to the User for any reason or that it has refunded the User an excessive amount, it may cancel the previous refund and claim from the User any loss that it may have suffered as a result of the User's use of the Paywiser Card.
- 11.6. If the User has agreed that a third party may be reimbursed from his/her Payment Account (e.g. if the User has given his/her Paywiser Card details to a merchant for the purpose of making recurring payments), he/she may ask Paywiser to reimburse the payment under the following conditions:
 - the exact amount of the payment was not specified at the time of authorisation;
 - the amount of the charge to the User's Paywiser Card was greater than reasonably expected in the circumstances, including in light of previous similar payments; and
 - the User sends a request for reimbursement within eight weeks of the date on which the payment was debited from his/her Payment Account.
- 11.7. Paywiser may request the User to provide such information as is reasonably necessary to verify compliance with the conditions set out in paragraph 11.6.
- 11.8. If the User requests Paywiser to refund the funds in accordance with paragraph 11.6, Paywiser will, within 10 Business Days of the date of receipt of the User's request (if Paywiser requests further information in accordance with paragraph 11.7, then within 10 Business Days of the date of receipt of that information):
 - refund the payment in full; or
 - inform the User of the reasons for refusing the refund.
- 11.9. The User shall not be entitled to reimbursement in accordance with paragraphs 11.6 and 11.8 in the following cases:
 - if the User has given his/her consent for the payment to be made; and
 - the Issuer (or the person or merchant to whom the User wished to pay) has given him information about the payment in question at least four weeks before the due date for payment, where applicable,
 - whether the reason for the payment being greater than reasonably expected is a change in the exchange rate.
- 11.10. The User cannot claim that he/she did not give consent for the execution of a payment transaction or that the payment transaction was not executed correctly, provided that the payment transaction was authenticated, the payment transaction was correctly recorded, the execution of the payment transaction was not affected by any technical malfunction or other deficiency of the service.
- 11.11. If the complaint is unjustified, Paywiser will charge the User for the costs of the complaint in accordance with the Price List.

12. Amendments to the General Terms and Conditions

- 12.1. Paywiser may amend these General Terms and Conditions, including the Price List, by giving the User at least two months' notice of the amendments. At the same time, the most recent version of these General Terms and Conditions in force from time to time will always be available at www.paywiser.com.
- 12.2. If the User does not agree with the changes to the General Terms and Conditions, he/she may withdraw from the contract and cancel his/her Paywiser Card free of charge within the aforementioned two-month period.
- 12.3. If the User does not withdraw from the contract and cancel his Paywiser Card before the amended General Terms and Conditions come into force, he shall be deemed to have accepted the amendments to the General Terms and Conditions and to have accepted that his Paywiser Card is subject to the new General Terms and Conditions.

- 12.4. In the event that the User rejects the proposed changes and does not terminate the Contract, Paywiser shall be deemed to have terminated the Contract by giving 2 months' notice, commencing from the date on which notice of the change is sent.
- 12.5. If any part of these General Terms and Conditions is inconsistent with the applicable regulations, then the relevant provisions of the applicable regulations shall apply.

13. Cancellation or termination of the contract and Paywiser card

- 13.1. The User may withdraw from the contract free of charge within 14 days of the conclusion of the contract, after which the User may cease using the Paywiser Card with the consent of Paywiser and cancel the contract at any time without prior notice by notifying Paywiser at info.eu@paywiser.com. Notwithstanding the above, the User may unilaterally withdraw from the contract in writing at any time by giving one month's notice.
- 13.2. Paywiser may withdraw from the contract under these General Terms and Conditions at any time, provided that it gives the User at least two months' notice. Paywiser may also withdraw from the contract without prior notice and without notice if the User, as cardholder, breaches any provision of these General Terms and Conditions or if there is reason to believe that the User has used, or intends to use, the Paywiser Card in a grossly negligent manner, or to misuse or abuse it, or for other unlawful purposes, or if Paywiser is no longer able to process the User's transactions due to the actions of third parties.
- 13.3. In the following cases, Paywiser may suspend or cancel the User's Paywiser Card at any time with immediate effect and without prior notice:
- if it is established that the information provided by the User when ordering the Paywiser Card was incorrect, or
 - if there is reason to suspect unauthorised or fraudulent use of the Paywiser Card, or
 - if Paywiser has concerns about the security of the User's Paywiser Card,
 - if the User breaches these Terms, or
 - if there is reason to believe that the User, as cardholder, has used, or intends to use, the Paywiser Card in a grossly negligent manner, or to misuse or abuse it, or for any other unlawful purpose; or
 - if Paywiser is no longer able to process the User's transactions due to the actions of third parties.
- 13.4. If Paywiser suspends or permanently terminates the User's Paywiser Card, Paywiser will, where possible and in accordance with applicable law, notify the User of the suspension or termination, together with the reasons for such suspension or termination, via the Paywiser mobile application or by email prior to the suspension or termination. At the same time, Paywiser may notify everyone involved in the transaction that the card has been suspended.
- 13.5. Paywiser will allow the User's Paywiser Card to be used again as soon as practicable after the reasons for the suspension cease to exist, which Paywiser will communicate to the User via the Paywiser mobile app or by email.
- 13.6. If Paywiser determines that additional charges (whether incurred by the User or Paywiser) have been incurred following cancellation of the Paywiser Card, the User shall reimburse Paywiser in accordance with these General Terms and Conditions for all amounts relating to any applicable Fees and/or other charges charged before or after cancellation. Paywiser will, if available, deduct such amounts from the User's Payment Account, which the User authorises Paywiser to do, or send an invoice to the User and demand immediate payment of all amounts due. If the User fails to settle the amount immediately upon receipt of the invoice, Paywiser reserves the right to take all necessary steps to recover any monies due, including legal proceedings.

14. Paywiser's liability

- 14.1. Subject to the conditions set out in paragraph 14.2, Paywiser's liability in connection with these Terms (whether arising under the Contract or the General Terms and Conditions, in damages (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:
- Paywiser shall not be liable for any default directly or indirectly caused by causes beyond Paywiser's control, including but not limited to cash shortages and/or ATM network failures, reasons

attributable to the issuer, reasons attributable to Paywiser's other third party contractors, limitations on the maximum withdrawal limit set by the ATM operator, and failures in data processing systems;

- Paywiser shall not be liable for any loss of profit or business (in either case: direct or indirect loss) or for any indirect, consequential, special or punitive loss;
 - in the event of a failure of the Paywiser Card due to the fault of Paywiser, Paywiser's liability is limited to the replacement of the card;
 - in the event of incorrect deductions from the available balance due to the fault of Paywiser, Paywiser's material liability shall be limited to the reimbursement of the same amount, the full amount of any applicable fees, if Paywiser charges such fees, and the reimbursement of the interest to which the User is entitled as a result of the incorrectly executed transaction;
 - in the case of amounts deducted from the Available Balance which have not been authorised by the User in accordance with these General Terms and Conditions, Paywiser's liability shall be in accordance with the provisions of this Chapter;
 - in all other cases of fault on the part of Paywiser, Paywiser's liability shall be limited to the restoration of the previous available balance.
- 14.2. Nothing in these Terms shall exclude or limit the liability of Paywiser in the event of death or personal injury caused by Paywiser's negligence, misconduct or otherwise, if such material liability cannot be limited or excluded under applicable law or regulation.
- 14.3. To the extent permitted by applicable regulations, any conditions or warranties provided for by applicable regulations, statutory or otherwise, are expressly excluded.
- 14.4. The foregoing exclusions and limitations set out in this section shall apply to all liability of Paywiser related entities such as Mastercard and other suppliers, contractors, agents or distributors and any related entities (if any) to the User which may arise in connection with these Terms.

15. Complaints procedure and dispute resolution

- 15.1. Any disputes or complaints relating to the provision of services under these General Terms and Conditions shall be resolved by the User and Paywiser amicably, in accordance with the Rules on the Internal Complaints Procedure and Out-of-Court Dispute Resolution, published on Paywiser's website. The User acknowledges that he/she has read and understood the said Regulations.
- 15.2. The User may lodge a complaint by post to PAYWISER d.o.o., OE Complaints, Bravničarjeva ulica 13, 1000 Ljubljana, Slovenia, or by e-mail to complaints.eu@paywiser.com. The complaint must be clear and understandable and must contain the facts on which the complaint is based. It must contain at least the following: details of the complainant (name and surname of the natural person or name and registered office of the legal entity or business operator and address, e-mail address and telephone or other contact details), an explanation of the grounds of the complaint, a description of the incident and a statement of the key facts and date of the incident, the submission of evidence to support the facts on which the complainant's claim is based, if available, the address for sending the reply if different from the address of the permanent or temporary residence or registered office of the complainant or the address for sending the reply, if different from the address of the place of residence or registered office of the complainant or the address of the address of the place of residence or registered office of the person complained about. The details of the appeal procedure are described in more detail.
- 15.3. Paywiser will respond to the User's complaint as soon as possible, but in any event within 8 (eight) working days in the first instance and within 15 (fifteen) working days in the second instance, or at the latest within 35 (thirty-five) working days.
- 15.4. If the User disagrees with the decision on the complaint issued in the internal complaint procedure, or if he/she does not receive an unjustified response to the complaint within 30 days of filing the complaint with Paywiser's second-instance body, he/she may, within a period of no more than 13 (thirteen) months from the date of filing the complaint with Paywiser, file a petition for out-of-court settlement of consumer disputes with the Attorney-at-Law, Simona Goriup (Miklošičeva cesta 26, 1000-Ljubljana, [www.Miklošičeva.cesta.26, 1000-Ljubljana, 1000 - Ljubljana, www.goriup.si](http://www.Miklošičeva.cesta.26.1000-Ljubljana.1000-Ljubljana.www.goriup.si)) against the decision of Paywiser, in the manner provided for in the Rules of the procedure for out-of-court settlement of consumer disputes in force from time to time, which are annexed to the aforementioned Rules of the

internal complaint procedure and out-of-court dispute resolution and are available to the User on the Paywiser website. More information on the provider of the Out-of-Court Dispute Resolution, on filing a petition and on the method and procedure of the Out-of-Court Dispute Resolution with Simona Goriup, Attorney-at-Law, is also available on her website (<https://goriup.si/irps/>, <http://goriup.si/wp-content/uploads/2016/06/Pravila-postopka-IRPS.pdf>).

- 15.5. The User may also lodge a complaint with the Bank of Slovenia in relation to alleged breaches of the ZPlaSSIED by Paywiser.
- 15.6. Despite a complaint to an out-of-court consumer dispute resolution provider or to the Bank of Slovenia, the User shall have the right at any time to bring an action for the resolution of a dispute relating to the provision of payment services between him and Paywiser before a competent court of the Republic of Slovenia in accordance with the laws and procedure applicable in the Republic of Slovenia.
- 15.7. Disputes regarding purchases made with a Paywiser Card must be resolved by the User with the merchant concerned. Paywiser shall not be liable for the quality, safety, legality or other aspects of the goods and services purchased with the Paywiser Card or for the proper performance of the agreement to purchase the goods or services. The User acknowledges that once the Paywiser Card has been used to pay for a purchase, the transaction can no longer be stopped by Paywiser. Irrespective of any dispute with the point of sale, the User is obliged to pay Paywiser and is entitled to claim a refund directly from the point of sale to which the payment was transferred.

16. Personal data protection

- 16.1. Paywiser will treat the User's personal data in accordance with applicable law so as to prevent any unwarranted disclosure of data to unauthorised persons, in the manner set out in the Privacy Policy in force from time to time and available on Paywiser's website. By ordering a Paywiser Card, the User acknowledges that he/she is aware of the contents of the said document and the possibility of obtaining the same in printed form or on another durable medium.
- 16.2. For the purpose of providing services in accordance with these General Terms and Conditions, Paywiser may communicate data related to the User's card transactions to the Processing Centre (a business partner with which Paywiser has a contract for processing data of payment transactions with a Paywiser card and which processes the card transactions). Paywiser assures the User that the Processing Centre will protect the card transaction data as confidential.
- 16.3. Paywiser may communicate data on individual Paywiser Card transactions resulting from card misuse to the police or other competent authorities for the purposes of identifying the perpetrator of the misuse and preventing further misuse of the card.

17. General

- 17.1. The User and the Paywiser agree that all data and messages sent in the context of electronic commerce in electronic form and all data and messages stored in electronic form in the context of electronic commerce shall have the same validity and probative value as data and messages sent and stored in traditional written form. Paywiser and the User expressly agree that all transactions concluded in the context of electronic commerce in electronic form shall be equivalent to those concluded in traditional written form.
- 17.2. Paywiser and the User agree that, in the context of electronic commerce, documents may be signed by electronic signatures or concluded by affirmation by implied action (e.g. "click"). The User and Paywiser agree that all types of electronic signatures or affirmations by implied action shall have the same validity and evidentiary value as a handwritten signature.
- 17.3. Paywiser and the User agree to mutually recognise the validity and probative value of all types of electronic signatures and implied acts leading to the conclusion of the business relationship in the event of a legal dispute.
- 17.4. The User acknowledges and agrees that all documentation relating to electronic transactions in Paywiser shall be stored only in electronic form.
- 17.5. Paywiser's delay or failure to exercise any rights or remedies under these General Terms and Conditions shall not constitute a waiver by Paywiser of such rights or remedies and shall not preclude Paywiser from exercising such rights or remedies at a later date.

- 17.6. If a provision of these General Terms and Conditions is held to be unenforceable or unlawful, the remaining provisions shall nevertheless remain in full force and effect.
- 17.7. The User is not permitted to assign or transfer its rights and/or benefits under these General Terms and Conditions. Under these General Terms and Conditions, the User shall be the only party other than Paywiser and shall remain liable until the Paywiser Card registered in the User's name is cancelled and the User has paid in full all amounts due under the contract under these General Terms and Conditions. Paywiser may assign its rights and benefits at any time without prior written notice to the User. Paywiser may assign any of its obligations under these General Terms and Conditions to another party to the extent permitted by applicable law.
- 17.8. Third parties who do not act as parties to these General Terms and Conditions shall not have the right to enforce the provisions of these General Terms and Conditions, except Mastercard and its related entities, which may enforce any provisions of these General Terms and Conditions that provide them with benefits or rights.
- 17.9. Anything not provided for in the Contract, these General Terms and Conditions or the General Terms and Conditions for the Payment Account shall be subject to the provisions of the applicable law, in particular the ZPlaSSIED.

18. Contact with Paywiser

- 18.1. You may contact Paywiser with questions about your Paywiser Card by email at info.eu@paywiser.com.
- 18.2. In the event of a lost, damaged or stolen Paywiser Card, the User may contact Paywiser by email at fraud.eu@paywiser.com.
- 18.3. The User is obliged to notify Paywiser without undue delay, but no later than within 5 (five) business days, of any change in his/her personal data and of any other circumstances that may significantly affect, complicate or prevent the performance of the contract under the General Terms and Conditions. Paywiser shall not be liable for damages resulting from the User's failure to comply with the obligation to notify changes.

These Terms shall enter into force on 03.01.2023.

Appendix:

- General Terms and Conditions for the service of issuing and withdrawing electronic money and providing payment services through a Paywiser payment account for consumers
- General terms and conditions of use of the Paywiser mobile application
- General terms and conditions of use of the Paywiser web interface
- Price list for payment account and payment card services
- Privacy Policy
- Internal Complaints Procedure and Out-of-Court Dispute Resolution Policy

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