

# General Terms and Conditions

*Date of issue: 29/05/2024*

Quidpay services specified herein (referred to hereafter as the “**Services**”) are developed and provided from Quidpay Finance Ltd., a company registered in Canada, registered and regularized by the Financial Transactions and Report Analysis Centre of Canada under registration number BC1418769. with registered office 329 HOWE STREET #1331, VANCOUVER BC, V6C3N2, CANADA (the “**Company**”). Unless indicated otherwise, any action attributed or directed to BRAND hereto shall be construed as, respectively, performed by or directed to Quidpay Finance Ltd.

These terms and conditions (“**General Terms and Conditions**”), the Tariff Table (“**Tariff Table**”) and the Limits Table (“**Limits Table**”), together referred to as the Agreement (“**Agreement**”), are applicable upon your acceptance of the Agreement.

You may access a copy of the Agreement at any time by visiting [www.quidpay.com](http://www.quidpay.com) (“**Website**”). Upon your request, the Agreement shall be sent to you by e-mail free of charge.

By accepting this Agreement (which shall be done electronically following instructions provided in the App or the Website), you confirm that you had sufficient time to read and acquaint yourself with the Agreement, understood it and agree to comply with the provisions set therein. In case you do not understand or do not agree to specific provisions of the Agreement, you shall not conclude the Agreement or shall express your question and/or disagreement in writing by sending us a notice to the e-mail address indicated below in this Agreement, so that we can clarify and discuss particular provisions of the Agreement with respect to which you have expressed your questions and/or disagreement. For the avoidance of doubt, not all functionality described in the Agreement may be available for the Account. In case of doubt, you shall contact us prior to accepting the Agreement.

All queries should be directed towards Quidpay Finance Ltd. You can contact Quidpay Finance Ltd. using the email [support@quidpay.com](mailto:support@quidpay.com).

As an MSB licensed entity, Quidpay Finance Ltd. can receive and hold customer funds and process payments upon a User’s request, under the agreement for the provision of services of Electronic Money Institutions (Baas). In case of Quidpay Finance Ltd., it holds customer funds in segregated accounts held with banks operating in the EEA and in the UK. It means that customer funds are segregated from Quidpay’s own funds.

The **language of communication** with reference to the Agreement and the Services is English.

If the Agreement is concluded with Quidpay Finance Ltd., it is **governed by Canadian law**. Any legal terms implied by law will also apply to the Agreement. Rights and duties related to the provision of Services that are not discussed under this Agreement shall be regulated by the Law on Payments of Canada. Any **dispute** arising out of the Agreement between you and Quidpay Finance Ltd. (the “**Parties**”), which we are unable to resolve to the Parties’ joint satisfaction through our complaint procedure, shall be settled by the Courts of Canada.

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## Registering as a User (the “User”)

Registering as a User you become a customer of Quidpay (a “Customer”). To register as a User and open an account with Quidpay (the “Account”) you must be aged at least 18 and be a Canadian, EEA or UK citizen or resident.

If you received or requested the Card from a third-party provider to whom you have provided the information required to register as a User, and the consent to share such information with us, you may be already registered upon receiving the Card. By setting up the Personalised Security Features (defined below) and using the Card, you confirm your intent to register as a User and your agreement with the terms of the Agreement.

By law, we must check your identity prior to registering you as a User and we do this based on the information you provide to us during the registration process.

If we are unable to confirm your identity and/or any relevant registration information based on the information provided, we are entitled to ask for any further evidence of your identity and to ask you to hold a short live phone interaction with our operators and/or carry out such further checks as it deems necessary to establish your identity. If we are unable to do this, we may refuse to serve you or enable the extra functionality reserved to registered Users and/or inform the appropriate authorities without your knowledge or consent. We will register you only if the results of the KYC process allow us to onboard you as a User.

As part of your eligibility to use a Quidpay account, you agree and confirm that you are an individual acting solely on your own behalf, in an individual capacity, or you are acting as the legal representative in a business capacity, inquiring for an individual or for a business account. Furthermore, it is not permitted to use the Account:

- to organize and/or conduct sweepstakes, sales or trading;
- for copyright infringement;
- for testing other financial services providers or to generate transactions for the purpose of benefitting from other financial service providers loyalty offers;
- to discredit individuals or legal entities;
- in a way that can lead to complaints, disputes, refunds, and the emergence of other obligations to Quidpay, other users or third parties;
- to receive or send funds obtained by fraud or in violation of the law;
- to carry out any activity in violation of the law;
- to circumvent Quidpay policies, including but not limited to attempts to create additional accounts to exceed usage limits or circumvent blocking by Quidpay of an existing Account.

If you are a Customer of Quidpay Finance Ltd. and give us false or inaccurate information and/or we identify fraud, we will record this with fraud prevention agencies, including but not limited to the Bank of Canada, the Financial Transactions and Report Analysis Centre of Canada and other competent institutions, including law enforcement as the case may be. Law enforcement agencies may access and use this information. The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies across borders. We may also block or cancel the Card and terminate the Agreement.

## Privacy Policy

This privacy policy will explain how our organization uses the personal data we collect from you when you use our services.

We carefully safeguard the information we hold about you. Quidpay is the data controller of your Personal Information that you provide to us. If you wish to contact us about the processing of your Personal Information, please contact our Data Protection Officer at [DPO@quidpay.com](mailto:DPO@quidpay.com).

### What data do we collect?

Our Company collects the following data:

Customer profile:

- Personal identification information (name, surname, address, e-mail address, telephone number, etc.);
- Additional data required by money laundering and terrorist financing prevention legislation (personal identification number and/or date of birth, citizenship, facial image, identity document data, copies of the documents provided, details of the device used, IP address, etc.);
- Your communication with us (correspondence by email, conversations by phone, etc.).

#### Card services:

- Transaction data (transaction amount, date and time, merchant, acceptance details (e.g. confirmed by PIN), bank account number, beneficiary or sender, etc.);
- Card data (PAN, expiry date, CVV, etc.).

#### Non-card services:

- Transaction data (transaction amount, date and time, bank account number, IBAN, beneficiary or sender, etc.);
- App Login or Web data, where you sign up to use our app or the website (User name, password, etc.).

#### Account information and payment initiation services:

- Transaction data (transaction amount, date and time, bank account number, IBAN, beneficiary or sender, etc.);
- Select Customer account information for Account information services (balance of funds, bank account number, etc.).

If you give us Personal Information about other people including minors which we use to provide the Services, then you confirm that (i) you have ensured that they agree to our holding and use of that data or that you are otherwise allowed to give us this Information and consent on their behalf to our holding and use of it, (ii) you have provided them with all the Information regarding the processing of personal data as required under the applicable law.

### **How do we collect your data?**

You directly provide us with most of the data we collect. We collect data and process data when:

- You will provide us with your Personal Information during the registration process. Information you provide at registration is both a statutory requirement and necessary for us to enter into the Agreement. You provide us with your Personal Information to us voluntarily. If you do not provide us with the necessary information and documents, we will not be able to perform the services.
- You use our services (e.g. information about payments you make or receive).
- You interact with us (customer service, or engage with us on any social media platform, etc.).

Our Company may also receive your data indirectly from the following sources:

- From our business partners who perform customer onboarding.
- When it is compliant with the applicable law, we receive it from third parties such as credit reference agencies (who may check the Personal Information against other databases – public or private – to which they have access), official registers and databases or fraud prevention agencies.
- In order to carry out enhanced due diligence procedures we also collect publicly available information about you (including information on the internet, social media, etc.).
- In case of Open Banking, we process personal data from accounts you hold with third party financial institutions so that you can see this data on the Quidpay website.

### **How will we use your data?**

We use the Personal Information to properly fulfil the agreement with you, for security, identity verification, to communicate with you and to comply with the law:

- For contractual reasons, in order to provide you with the services (e.g. to produce cards for use with the Account, to provide you with payment services and Account-related communications, etc.).
- For purposes where we have a legal obligation, including for tax and accounting, to perform “Know your client”, to prevent and detect fraud, money laundering and other crime (such as identity theft), to carry out regulatory checks and meet our obligations to our regulators, etc.
- On the basis of substantial public interest to support you if you fall under the vulnerable customer category.
- If you instruct us to process data in a particular way (open banking).
- Email you with special offers on other products and services where these are related to those you already use.

We will never pass Personal Information to a third party for them to market to you without your consent.

### **Profiling**

Profiling carried out by Quidpay involves processing of Personal Information by automated means for the purposes of risk management and ongoing monitoring of transactions in order to prevent fraud, money laundering and terrorist financing. It is based on legal obligations applicable to Quidpay as financial institution.

## **Who we can share the Personal Information with**

We will keep the Personal Information confidential, but we may share it with other entities (who are also bound to keep it secure and confidential) if we have a duty to disclose it, if it is required for the provision of our Services to you.

In particular, if this is compliant with applicable law, we may share the Personal Information with:

- Our suppliers (including their sub-contractors) such as providers of data center, cards processor, cards bureau (if we issue a physical card for you), SMS messaging service providers and other suppliers who provide IT and payment services.
- Other third parties (including their sub-contractors) who perform part of the services or support your transactions, such as VISA and Mastercard and our partner banks in Canada, the EEA or the UK who provide, amongst other things, for the safeguarding of the funds;
- Other financial institutions when providing Account information services or making outbound payments.
- Regulators and supervisory authorities in connection with their duties (such as crime prevention).
- Fraud prevention agencies, in particular, we will always tell fraud prevention agencies if you give us false or fraudulent information. They will also allow other organizations (in Canada or other countries), including law enforcement agencies, to access this information to prevent and detect fraud, money laundering or other crimes. You can write to us at [MLRO@quidpay.com](mailto:MLRO@quidpay.com) for the details of the fraud prevention agencies with which we share the Information.
- Anyone to whom we transfer or may transfer our rights and duties in the Agreement including any third party after a restructure, provided that they use the Personal Information for the same purposes as it was originally given to us and/or processed by us.

## **Transfer of Personal Information outside of Canada, EEA or UK.**

We may process the Personal Information abroad, within or outside Canada, the European Union and the United Kingdom, provided we comply with the applicable laws and regulations. Where we are sharing the Personal Information with organizations outside of Canada, the EEA and the United Kingdom, we will ensure they agree to apply equivalent levels of protection as we do. We use legal mechanism, such as standard contractual clauses as indicated in General Data Protection Regulation (2016/679) art. 46 to implement the cross-border transfer of your personal data; or implement security measures like anonymization on the data before the cross-border data transfer. For any inquiries on means that safeguards data transfer outside EU please contact us at [DPO@quidpay.com](mailto:DPO@quidpay.com).

## **Open-Banking**

We will transfer data to any entity who you authorise us to share information about the Account with, provided they are listed as a suitably authorised entity at the time of your request. We will rely upon your instructions to the third party to access the Account information from us, as evidence of your consent to share your data.

## **How do we store your data?**

Quidpay has established technological, physical, administrative and procedural safeguards all in line with the industry accepted standards in order to protect and ensure the confidentiality, integrity or accessibility of the Personal Data processed; prevent the unauthorized use of or unauthorized access to the Personal Data, prevent a Personal Data breach (security incident) in accordance with Quidpay's instructions, policies and applicable laws. All our staff receives data protection training and are instructed to strictly follow our data protection policies.

Our Company securely stores your data in data centres located exclusively in European Union.

The period for which we are required to retain your information depends on the company with which you have entered into a contract:

- Quidpay Finance Ltd., according to applicable legislation of Canada, is required to keep your Personal Information for six years after the business relationship with you, ends.  
Correspondence with you shall be stored for five years from the date of termination of transactions or business relationships with you. These time limits may be additionally extended for up to two years upon reasonable instruction of a competent authority.

We may keep your Personal Information for longer because of a potential or ongoing court claim or another legal reason.

Once the relevant time period has expired and the Personal Information is no longer required for the abovementioned reasons, we will delete your data.

Please note that if you cancel or we decline your registration or you decide not to go ahead with it, we will keep the Personal Information for as long as we are required to do so under applicable law (to help prevent fraud and other financial crime, and for other legal and regulatory reasons).

#### **What are your data protection rights?**

Our Company would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

**The right to access** – You have the right to request us for copies of your personal data. We may charge you a small fee for this service. If you wish to obtain confirmation as to whether or not Personal Information concerning you is being processed by us, you can request a free copy of it by requesting this at [DPO@quidpay.com](mailto:DPO@quidpay.com).

**The right to rectification** – You have the right to request us to correct any information you believe is inaccurate. You also have the right to request us to complete the information you believe is incomplete.

**The right to erasure** – You have the right to request that we erase your personal data, under certain conditions. Where You make this request, we will apply your instructions to any third parties who are processing your Personal Information on our behalf, and we will consider your request in the light of our legitimate interests. Where a request to erase Personal Information is received on behalf of a minor, we will take extra care to consider the impact on them of any decision we make.

**The right to restrict processing** – You have the right to request that we restrict the processing of your personal data, under certain conditions.

**The right to object to processing** – You have the right to object to Our Company's processing of your personal data, under certain conditions.

**The right to data portability** – You have the right to request that Our Company transfer the data that we have collected to another organization, or directly to you, under certain conditions.

Where you have given us your explicit consent for the processing of Personal Information, you also have the right to withdraw this consent at any time by contacting us at [DPO@quidpay.com](mailto:DPO@quidpay.com). However, such withdrawal will not affect the lawfulness of the processing carried out before the withdrawal was submitted.

If you feel your rights and freedoms in relation to processing your Personal Information have been infringed in any way, please let us know so that we can attempt to resolve the issue.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email: [DPO@quidpay.com](mailto:DPO@quidpay.com).

You also have a right to lodge a complaint with your national Data Protection Authority:

- In the United Kingdom - ICO (<https://ico.org.uk/global/contact-us/>);
- In the EU – please see a list provided ([https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)).
- In Canada - <https://www.priv.gc.ca/en/>

#### **Requirement to update your Personal Information**

You must notify us immediately of any and all data and circumstances that have changed with regard to the data set out in the Agreement, or the documents submitted to us (e.g. changes in personal or contact details, residency or tax residency, loss or theft or other reason for change of an identity document) as well as of any and all circumstances that may affect the fulfilment of your obligations towards us (e.g. commencement of bankruptcy procedures of a natural person). We may request documentary evidence of the changes, which you must provide it. This notification obligation applies even if the above changes have been made public (e.g. registered in a public register or published through the mass media). If you fail to fulfil the notification obligation, Quidpay is entitled to assume the correctness of the data at Quidpay's disposal, unless otherwise prescribed in the jurisdiction of your residency.

#### **Notices and exchange of information**

We may provide you with all information electronically via the Website, App, e-mail or mobile phone, unless otherwise established in the applicable laws. We are entitled to use third party services for processing or delivering electronic notices and information to you.

If, in accordance with the applicable laws and/or this Agreement, you have the right to terminate the Agreement, you shall send the termination notification to [support@quidpay.com](mailto:support@quidpay.com).

Unless otherwise stipulated by the applicable laws, any notice given by Quidpay must be considered to have been received if sent by e-mail or via the App or other electronic means of communication, on the day of technical dispatch.

#### **Unique User Identifier**

Your Unique User Identifier is your mobile number. It is important you keep it updated with us at all times as we may use it to verify it is you when you make a transaction or access your Personal Information.

Your mobile number is also used by other Users within Quidpay's systems to transfer or request funds to/from you.

#### **Privacy policies of other websites**

When we include links to other websites, please bear in mind they will have their own privacy and cookies policies that will govern the use of any information you submit. We recommend you read their policies before accessing their sites.

#### **Changes to our privacy policy**

Our Company keeps its privacy policy under regular review and places any updates on this web page. This privacy policy was issued on 29 May 2024.

#### **How to contact us**

If you have any questions about Quidpay's privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Email us at: [DPO@quidpay.com](mailto:DPO@quidpay.com).

## **Payment Services**

The Services may include some of all the below payment services:

- Cash withdrawals;
- Card payments and money transfers;
- Issuing of payment cards (Mastercard or VISA);
- Payment initiation services;
- Account information services.

The User shall be free to decide which of the available Services to use (all or only part of them). Terms and conditions specifying the provision of payment initiation and account information services will be made available to you before each transaction. Account information and payment initiation services will be provided to you only under your explicit consent.

## **Transferring money to the Account**

If you register as a User, subject to eligibility for the Card type you hold we offer several options to top-up the Account and Card, which may include transfers from cards issued to you by other banks (we may request proof of ownership) and bank transfers in selected currencies. We will also offer you payment initiation services as an option to initiate bank transfers for top-up purposes. For details, please consult the applicable Limits Table available on the Website or provided to you with the Card.

In all cases funds will be credited to the Account (and will be accessible through the Card) in the amount equal to the amount transferred/deposited, net of applicable fees.

Before crediting funds to the Account, if we suspect fraudulent activity, we may ask you to provide evidence of the reason for the payment. Should you be unable or unwilling to provide satisfactory answers, we reserve the right to return the funds to the sender.

We endeavour to load the Account as soon as we are aware that money has been transferred to it. We will credit transfers from another card executed via our systems instantaneously, and incoming bank transfers and cash deposits as soon as we can and not later than on end of the day we receive it on your behalf, if it is a business day, or in the morning of the next day if we receive the money during a business day, i.e., Monday, Tuesday, Wednesday, Thursday and Friday (the "Business Day").

### **International Bank Account Number (“IBAN”)**

To receive bank transfers, if this functionality is available to you within our systems, you will be assigned one or more (depending on the currencies you use) IBANs or other unique account numbers, which you will need to provide for an interbank payment order to be properly initiated or executed and be credited to the Account with us.

### **Payments from other Users**

Depending on the type of Account you are using, you may be able to receive payments from other Users. These payments will be credited immediately if you have previously accepted a payment from the same sender, otherwise will be available to you immediately after your acceptance. If you do not accept a payment within 7 days from receiving it, the money will be sent back to the sender.

If you do not hold a Sub-account in the currency of the payment, we will wait for your instructions to convert the funds to a currency you hold a Sub-account in or to open a Sub-account for you in that currency (if we offer such currency and functionality for the Account).

### **If money is credited to you by mistake**

Sometimes a payment may be recalled by the bank that made it (for example, because it was fraudulent), and sometimes a payment goes into the Account by mistake. This happens rarely, but please tell us straight away if money appears unexpectedly on the Account.

To make things right, we can take the payment back out of the Account – even if we have allowed you to make a payment or to take cash out against it.

Should you initiate any card scheme mechanism to recover money used to fund the Account with cards issued to you by other banks, we reserve the right to investigate the matter and, where appropriate, challenge any recovery attempt. We are entitled to share such information with the card scheme about you, the Account and any payment transactions as we consider appropriate for challenging the claim.

## **Using the Card**

The Card is a Mastercard or VISA bearer debit card. It is valid until its expiry date, which is visible on the front of the Card – or on the Card image accessible online for virtual cards and payment bands.

To activate plastic cards please follow the instructions provided with the Card. Also, you must:

- not allow anyone else to use the Card;
- not reveal your PIN or the Code;
- not write down your PIN, unless you do this in a way that would make it impossible for anyone else to recognize it;
- delete the PIN from your mobile phone when you receive it;
- only release the Card, card number, PIN or the Code to make (or try to make) a transaction with a merchant or ATM displaying the VISA or Mastercard Acceptance Mark.

You can use it at all locations that display the VISA or Mastercard Acceptance Mark: for purchases in physical stores – including contactless, and at automated teller machines (“ATM”) for cash withdrawals as well as for online and telephone purchases. It allows you to receive cash-back when making purchases in physical stores, however it cannot be used for other cash transactions such as withdrawing cash from a bank and purchasing traveller’s cheques or foreign exchange from a bureau de change. Limits and fees apply.

The Card is automatically registered for VISA or Mastercard Identity Check, to enhance security. When using the Card for online purchases, you may be required to enter on the merchant site a code (the “**Code**”) that will be sent to your mobile phone number.

In so far as this is not a result of our negligence, we will not be responsible nor liable for a retailer’s failure to or delay in accepting the Card nor for an ATM failing to issue cash. In these circumstances, we will not be liable for the way in which you are told about any refusal or delay.

All transactions require authorisation. Authorisation is also your instruction for us to carry out a transaction. We will not normally authorise a transaction if the balance on the Card is insufficient to cover the transaction and any related transaction fee. If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on the Card (the

“**Shortfall**”), we will seek reimbursement of the Shortfall from you immediately. You may ask us to provide you with information about transactions for up to 5 years from the date of the transaction.

For a contactless transaction:

- (a) below the limit applicable in the country where you are using the Card (“**Contactless Limit**”), which is outside the control of Quidpay, a transaction is deemed authorized upon transmission of the details of the Card that are required to execute the transaction, by placing the Card in the proximity of the device that allows for reading the data saved in the Card contactless module; and
- (b) In excess of the Contactless Limit, the transaction is deemed authorized by entry of the PIN number on the acceptance terminal. Please note that in certain countries contactless transactions with PIN are not available.

In so far as this is not a result of our negligence, we are not obligated to authorise a transaction where a system problem occurs or events outside our reasonable control arise. In addition to that we are not obligated to authorise a transaction where we are concerned about misuse of the Card. We shall not be liable to you when a transaction is not authorised in these circumstances and/or if we cancel or suspend use of the Card.

If the Card is lost or stolen, or someone else finds out the PIN, or if you think the Card, card number, or PIN may be misused, you must:

- block the card via our website (or app);
- stop using the Card, card number or PIN immediately.

We will block or restrict the Card or PIN on justified grounds relating to:

- the security of the Card, card number or PIN. For example: when the wrong PIN is entered several times in a row;
- the suspected unauthorized or fraudulent use of the Card or PIN. For example: where we detect that another person uses the Card, we consider activity suspicious or abnormal, etc. We will, if possible, inform you before blocking, or restricting the Card or PIN that we intend to do so and the reasons for doing this. If we are unable to do so, then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures, or it would be unlawful to do so;
- AML transfer verification checks. In line with the mandatory requirements for the prevention of money laundering and terrorist financing, we have implemented an automatic account blocking system where algorithms check all transactions and block transfers (accounts) which our system considers suspicious (automatically). Upon receiving a system report of suspicious activity, our compliance team performs a manual check, during which our specialists thoroughly evaluate the automatically detected suspicious activity. At this stage, you may be asked to provide additional documents or explanations. The account is unblocked when the validity of the transfer is verified. In case the collected information does not dispel doubts about the validity of the transfer, we may close the account;
- situations where it is not possible for the supplier to obtain online authorization to confirm that you have sufficient balance for the transaction. For example: transactions on certain trains, ships, and some in-flight purchases, and
- purchases at service stations when the merchant verifies your PIN with us without providing the final amount of your purchase.

A Card transaction will be regarded as authorised by you when you authorise the transaction by following the instructions provided by the merchant, retailer or ATM, which may include:

- entering your PIN or providing the Code;
- providing the Card details and/or any other details as requested;
- waving or swiping the Card over a card reader for the purpose of making a payment.

When we suspect there may be an attempt to use the Card fraudulently, we may ask you to confirm a transaction prior to or after authorising it.

Authorisation for a transaction may not be withdrawn or revoked by you.

You may demand from us the return of the amount of an authorized transaction initiated by or via the recipient, if such transaction was already executed while:

- (a) the amount of the transaction was not determined precisely when it was being authorized; and
- (b) the amount of the transaction is higher than the amount you could expect, taking account of the type and value of previous transactions, provisions of the Agreement and any significant circumstances of the case.

You may request such refund within 8 weeks from the date of the transaction.

### Using the Card in foreign currencies

If you make a payment with the Card in a currency different from the currency of the Card, the amounts will be converted by VISA or Mastercard on the date they process the transaction, using the exchange rate they use for all such currency conversions. This means the rate of exchange may differ from the rate on the date you made the card payment, if the payment is processed by the card scheme after that date. The foreign exchange rate used by VISA or Mastercard can be found on <https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html> or [www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html](http://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html). We also charge a fee based on the payment amount, as shown in the Tariff Table.

Card terminals may offer you the option of seeing the payment amount or withdrawal in the currency of the Card or in a currency other than the cash withdrawal or purchase currency and allow you to choose to pay that amount in that currency. The exchange rate used for this will generally be provided by the operator of the terminal or ATM, so it won't be under our control and won't be covered by our Tariff Table. Please check the exchange rate at the ATM, the terminal or with the respective operator before authorizing the transaction.

As soon as practical after you make a Card transaction in foreign currency we will display as part of the transaction information we provide in the App or the Website, details of the amount of the conversion to the currency of your Card and how the exchange rate applied by us compares to reference rates published by the European Central Bank.

### Restrictions on the functionality of the Account

You may only use the Quidpay account to make purchases of goods and services, and to receive and send funds in accordance with applicable legislation and this Agreement.

If we have reasonable cause to believe that you have violated the requirements of this Agreement or applicable legislation, Quidpay may take measures to protect itself, its customers and Users or third parties. In this case, Quidpay may, amongst other things, do the following:

- restrict, suspend or close access to the Quidpay Account or to any of its services;
- notify users who have mutual settlements with you, their bank, their issuer or law enforcement authorities;
- require you to update any incorrect or incomplete information that you have provided;
- cancel the Services (in which case we will give you notice in accordance with these terms).

### Keeping the Card and Account safe

You must keep safe at all time the Card details – including PAN (the 16 digits number displayed on the front of the Card), expiry date, CVV (the 3 digits number, displayed on the back of the Card), PIN (Personal Identification Number), and any passwords and devices you use to access security details of the Card and/or Account by any method (together the "Personalised Security Features"). This also includes any Card details in e-wallets, on retailer's websites or on devices such as mobile phones. If you have registered a Card on a device or within an e-wallet this will include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device. Please note that not all Personalized Security Features may be applicable to the Card.

We will never contact you to request any of your Personalised Security Features and we will not ask anyone else to do so on our behalf. If you receive such a request, it is likely to be fraudulent and you must not supply any of your Personalised Security Features in any circumstances. You should report any such activity to us immediately. Treat emails received from senders claiming to be us with caution and be wary of emails asking you for any Personalised Security Features.

When you call us, we may need to identify you, depending on the nature of your query. We may do this by asking for certain information (such as answers to questions) known only to you and requesting random digits of certain passcodes or passwords, but we would never ask you for a full PIN or passcode. You must not give these to anyone who asks for them, even if that person appears to be an official.

You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with the Card. Any disputes about purchases or payments made with the Card must be settled with the goods or service provider concerned.

**If you become aware of the loss, theft or misappropriation of the Card or of its unauthorized use, please inform us via our website [www.quidpay.com](http://www.quidpay.com) or contact our support team via our email [support@quidpay.com](mailto:support@quidpay.com).**

## **Balance and statements**

To view the available balance and transaction history please visit the Website or use the App, if available. By accepting the General Terms and Conditions you specifically agree not to receive paper statements.

Upon your request Quidpay will provide additional statements and/or transaction records, on paper or otherwise. You may ask us to provide you with information about transactions for up to 5 years from the date of the transaction, even after termination of the Agreement, and we will provide it to you free of charge in electronic form, as well as paper form if you so wish. Fees may apply, in case you ask us for information more often than twice a month, however, only to the extent our costs are incurred.

## **Fees**

You must pay all relevant fees for the Services. The applicable fees are established in the Tariff Table which is available on the Website.

Fees and other amounts payable by you shall be debited to the Account, unless otherwise specified in the Tariff Table.

If there are no funds on the Account or if the funds are insufficient to cover the fees, other claims and the debts arising from the Agreement, we are entitled to suspend provision of the Services to you until such fees and indebtedness are covered. Notwithstanding the above, we will only charge applicable monthly fees until there is a positive balance on the Account and we will not charge uncollected monthly fees retroactively.

We shall notify you of changes of the fees in the Tariff Table with 60 days' prior notice, following the same procedure as provided in section "Changes to the Agreement" below.

## **Taxes**

We may recover from your taxes imposed upon us by any competent Authority in relation to the provision of the Services to you – in particular taxes on payment transactions and/or account balances, if and when applicable.

## **Redemption of funds**

Upon receipt of funds to the Account, we shall issue electronic money at nominal value. As a Customer, you may ask us to transfer back the sums belonging to you and held on your Account (the "**Funds**") at any time during the validity term of this Agreement and up to 6 years after closing the Account. The Funds will be transferred to the bank account indicated by you on the same Business Day. For the first 12 months after closing the account, there is no cost to you for transferring the Funds back if your bank account is in the Account currency and is held in the country where such currency is legal tender, within the SEPA region. After 12 months from closing the Account, or in case an international bank transfer is required, fees may apply, as indicated in the Tariff Table. The aforementioned rule on transferring back the Funds applies to the redemption of electronic money at their nominal value issued to you by Quidpay.

## **If something goes wrong**

If you suffer loss because of an unauthorised transaction occurring as a result of:

- the use of a lost or stolen Card; or
- where you have failed to keep safe the Personalised Security Features and,
- you failed to tell us about the loss of the Card or compromising of your Security Details,

the most you will have to pay is EUR 50 or GBP 35 respectively, for each instance of loss, theft or misappropriation, converted to Card or Account currency using the exchange rate on the day of the conversion if the Card is not issued in EUR or GBP respectively.

Where you have either deliberately or with gross negligence:

- failed to keep your Security Details safe, or
- failed to tell us as soon as possible that you have lost the Card (especially if you think someone else might have been able to find it),

the above limitation of liability to EUR 50 or GBP 35 respectively will not apply to any loss incurred prior to notifying us of the issue.

If we can show that you have acted fraudulently in incurring a loss as a result of an unauthorised transaction, you may not benefit from any of the liability limitations set out above.

You have 13 months to notify us of an unauthorised, non-executed or incorrectly executed transaction. Provided you notify us within this timeframe and the payment was unauthorised, non-executed or incorrectly executed, we will immediately, as appropriate and in accordance with our regulatory obligations, refund the amount of the transaction to the Account. In case of errors or disputes about transactions, contact us via [quidpay.com/en/contact](https://quidpay.com/en/contact) or email us directly at [support@quidpay.com](mailto:support@quidpay.com).

If the Card is used without your permission, or is lost, stolen or if you think the Account may have been misused, we may ask you to write us within seven days to confirm the loss, theft or possible misuse at the Address. We may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

If you believe you have been tricked into transferring money to the account of someone you don't know or have transferred money in good faith from the Account but have not received the goods or services contracted for (the "Authorised Push Payment scams"), you can contact us and we will investigate for you and try to recover the money, however we will bear no liability save that which may be imposed upon us by applicable laws and regulations at the time of the Authorised Push Payment scam.

## Our liability towards you

Within the limits permitted under the applicable laws, and subject to the limitations defined in this Agreement, we are liable for due performance of our obligations set out in this Agreement.

You cannot claim a loss or damage from us if:

- you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit – we will not be liable for these in any circumstances;
- you have acted fraudulently or with gross negligence;
- you are in breach of the Agreement, or provided Quidpay with any incorrect information if there is a clear causal link with the damage;
- our failure was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow our obligations under the Agreement despite our best efforts to do so, for example, a hardware breakdown, strike, or a major problem with a payment system;
- you are claiming for consequential loss which is not reasonably foreseeable as a result of our breach of the Agreement.

None of these exceptions will apply, and nothing else in the Agreement will stop us being liable, if:

- we act fraudulently;
- we act with gross negligence; or
- we are at fault and the law does not allow us to exclude or limit liability.

## Changes to the Agreement

We can change the Agreement in the circumstances listed below.

Provided we give you 60 days' notice, we can change any part of the Agreement, only to the extent necessary, if at least one of the below material circumstances occurs:

- a change of our commitment to the creation of reserves or the enactment of allowances not provided for in the legislation at the date of conclusion of the Agreement;
- fees or taxes or other costs are imposed, that were not provided for in the legislation at the date of conclusion of the Agreement;
- a change in the legal provisions governing the financial sector or a change of recommendations or good practices by supervising institutions or of provisions connected with the financial sector, which impact the mutual rights and obligations of the parties to the Agreement that were not in force at the date of conclusion of the Agreement;

- the introduction of new services or removal or change of features of the existing Services as well as introduction or change of the trade name of such Services (in the case of a change of the scope or manner of providing the Services consisting in changing the features of the existing Services or the introduction of new products, the user will not be obliged to use such services and incur the associated costs unless the user submits a separate declaration of will in this respect);

save that the amendment of the Agreement will be effected solely within the scope and direction arising from the reason that has occurred and no later than within 1 month from the occurrence of a prerequisite for such change.

If you are not happy with the change, you can either:

- take the steps set out below to cancel the Card and end the Agreement with an immediate effect and without any charges, or
- let us know that you are not happy with the change and would like to cancel the Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date on which the changes take effect.

If you do not end the Agreement by taking the steps above, you will be deemed to have accepted the changes after the end of the 60 days' notice.

Quidpay may assign its rights or obligations under this Agreement to an associated company at any time, provided we give you not less than one month's notice and without requiring your specific consent. If you object to the assignment you can cancel the Card and end the Agreement without any charges, so that the Agreement will cease on the day before the date of assignment. You may not assign your rights or obligations under this Agreement.

## Cancelling the Services

The Agreement expires on the Card expiry date unless, prior to expiry, we issue a replacement Card in accordance with our Card reissue policy, provided however that we may send you a replacement card prior to the Card expiry date free of charge and with no obligation for you to continue to use the Services.

Whilst a Card remains unexpired or for Accounts without Cards, the Agreement will be of indefinite duration and will continue unless terminated at any time by you, or by us in accordance with the processes set out below.

If we do not send you a replacement card prior to the Card expiry date the Card expiry will result in termination of the Agreement, after which access to the Account may be limited and the remaining funds will only be available for redemption.

### When you can cancel the Services

If you wish to, you can cancel the Services at any time.

In addition, as a consumer, you have a period of 14 days from the date you have concluded the Agreement to tell us that you would like to withdraw from it, without giving any reason, and without incurring any charges or fees other than for the Services commenced upon your request or Services already provided. If you withdraw from the Agreement, the Agreement is considered not concluded, and all the Funds will be returned to you within 10 days from such withdrawal.

You must nominate a bank account to which any Funds should be transferred. **There is no cost to you for cancelling the Services nor for redeeming the Funds in the Account currency.** If you ask us to transfer funds in a currency other than the Account currency, a fee may be applicable (for currency exchange and bank transfer) but we will always show you applicable fees prior to confirming the transfer, and in any case we will not charge more than EUR 20 or GBP 15 respectively, as bank transfer fee.

If we receive funds on the Account after you have cancelled the Services, we'll try to send it back if we have the information we need to do so.

### When we can cancel the Services

We may end the Agreement immediately (and cancel the Card) if we have reasonable grounds for thinking that you have done any of the following things, which you must not do:

- you put us in a position where we might break a law, regulation, or other duty that applies to us if we maintain your Card and Account;
- you refuse to cooperate with Quidpay's legitimate requests, e.g. by not providing information to confirm your

- identity or on the source of funds;
- you give us any false information or attempt to mislead us at any time;
- you commit (or attempt) fraud against us or someone else;
- you use (or allow someone else to use) the Card or Account illegally or for criminal activity (including receiving proceeds of crime on the Card);
- you inappropriately let someone else use the Card or Account.

In case of termination under the above clause, you agree that we are not required to disclose the exact reason of termination.

We can also end the Agreement immediately and cancel the Services if:

- we reasonably believe that maintaining the Services might expose us to action or censure from any government, regulator or law enforcement agency;
- we find out that you are no longer eligible for it (for example, through residence status). We will try to tell you in advance if this happens, but if by continuing to offer you the Services we would break any rules or laws, we will have to cancel it or block it immediately;
- if there are no transactions (other than fee charges) on the Account for a continuous period of 12 months.

In case you hold Funds with us at the time of termination, we will seek to return the Funds to an account indicated by you in accordance with the rules described in the section 'Redemption of funds' above. Should we be unable to return the Funds, for instance because we are unable to reach you using the contact details you provided to us, we will continue to safeguard the Funds within the legally prescribed timeframe, during which your rights of e-money redemption will remain unaffected.

## Complaints Policy

If you are unhappy in any way with the Card or the Services, or if you experience any problem, please contact Quidpay Finance Ltd. Complaints may be submitted as follows:

1. in writing by post to: 329 HOWESTREET #1331 VANCOUVER BC V6C3N2 CANADA
2. by phone, calling us on +1 (604) 260-0625;
3. in electronic form by using the contact methods provided on [quidpay.com/en/contact](http://quidpay.com/en/contact).

In the claim, you will need to specify:

- date;
- name and surname, or company name;
- applicant's contacts: phone number, address, and e-mail address associated with the Account;
- what the issue is;
- when the problem arose;
- what remedies you would like us to apply; and
- available documents relating to the claim.

If incomplete, unreadable, or unclear information is provided in the claim (complaint), Quidpay Finance Ltd. may request to clarify the information.

We acknowledge all complaints, without any exceptions, including those regarding our personnel. We strive to acknowledge all complaints received within 24 hours of receipt. If a complaint is received during a bank holiday or weekend period, the complaint will be acknowledged within 24 hours of the return to work of staff, i.e., if a complaint is received by e-mail on a Sunday, it will be deemed to have been received at 9 a.m. on the following Monday.

If it is not possible to respond with a detailed, substantive reply within 24 hours of receipt of the complaint, further communication will be provided within 5 Business Days. We will send our final response within 15 Business Days. In exceptional cases where it is not possible to respond within 15 Business days, we may extend the deadline for submitting a final response to you to 35 Business days, but we will inform you of this, stating the reasons for the extension.

A response to the Customer shall be provided via the same channel the complaint has been received unless otherwise indicated by you.

Handling of complaints is free of charge. The Parties agree that complaints shall be submitted, handled, and responded to in English.

Should you not be satisfied with the final response of Quidpay, or should we fail to respond to you within 15 Business Days, or 35 Business days respectively, from receiving the claim, you have the right to raise a dispute or a complaint to the Financial Consumer Agency of Canada (FCAC) within 1 year of the date you sent us your complaint:

- Complaints. Information about the procedure for submission of complaints or requests is available on: <https://www.canada.ca/en/financial-consumer-agency/services/complaints/file-complaint-financial-institution.html>. Complaints may be submitted to the Financial Consumer Agency of Canada by talking to a representative, post or e-mail, as described in the FCAC website.

Examination of the complaint at the FCAC is free of charge.

You have the right to apply to the FCAC or directly to the court. The court judgment is binding, while the decision of the FCAC is recommendatory in nature, non-binding to both parties, and cannot be appealed. Nevertheless, even when the FCAC has taken a decision, the parties to a dispute retain the right to apply to court.

In unusual circumstances, where the answer cannot be given within the normal timeframe for reasons beyond the control of Quidpay Finance Ltd., we will explain the reasons for the delay and provide a final response as soon as possible along with an indication that you may be able to refer your complaint to the Ombudsman for Banking Services and Investments (OBSI).

The Ombudsman for Banking Services and Investments is a free, independent service, which might be able to settle a complaint between you and us. You can take your complaint to them if you are not satisfied with our efforts to deal with it or if we have not completed our investigations within the timeframes of your complaint. The contact details are: Ombudsman for Banking Services and Investments, 20 Queen Street West, Suite 2400 P.O. Box 8, Toronto, ON M5H 3R3; phone: +1 888 451-4519, website [www.obsi.ca](http://www.obsi.ca).

Please note that you may also be entitled to submit a complaint to the Financial Ombudsman or Regulator in the country where you obtained the Card or registered your Account.

**By accepting our Terms and Conditions you also accept Terms & Conditions/Privacy Policy of Layer 2 Financial Inc. (see below):**

<https://legal.rail.io/legal/customeragreement/>

<https://legal.rail.io/legal/privacy/>