

## Cardholder Agreement – Consumers

### Introduction

These terms and conditions (together with the Tariff and any other documents incorporated by reference, the **"Agreement"**) set out the terms and conditions that apply to your Account, Card and any other associated services provided to you by Paynetics AD (**"Paynetics"**, **"we"** **"us"**, **"our"**) under this Agreement.

This Agreement constitutes a legal contract between you and Paynetics. It contains important information that may affect your rights, use of any of our services and your ability to recover your money. Please read all of the documents forming part of this Agreement carefully and keep a copy or download a copy of them for your records and future reference.

This Agreement shall be governed by and construed in accordance with the laws of Republic of Bulgaria, without giving effect to conflict of law principles, and subject to mandatory provisions under the laws of your country of residence. To the extent that the Bulgarian law is in conflict with laws of your country of residence, the law of Republic of Bulgaria shall prevail to the maximum extent possible. If not prohibited by the laws of your country of residence, disputes shall be settled by the Bulgarian courts.

You can request a copy of this Agreement at any time throughout its duration by contacting Customer Relations Centre. By submitting your order for an Account to Paynetics and by clicking "I Accept" in the relevant box, you indicate that you have accepted this Agreement.

You should read this Agreement alongside Privacy Policy which you can view here <https://paynetics.digital/privacy-and-security-policy/>. Our Privacy Policy (as it may be amended from time to time in accordance with its terms), together with this Agreement, describes the basis upon which any personal data we collect about you, either directly or from our authorised partners or that you provide to us or them, will be processed, handled, and shared by us.

### 1. DEFINITIONS

In this Agreement:

**"Parent Account"** or **"Account"** means an e-money account in EUR opened and maintained for you by Paynetics under this Agreement, which is used for loading of Cards. The Parent Account is enabled for incoming transfers, for loading of Cards, and it can be used for making and receiving transfers to or from other Parent Accounts in the Woli Mobile App, i.e., within the Paynetics system only, and if provided for hereinbelow, may be allocated International Bank Account Number (IBAN). Parent Account cannot be used for outgoing transfers to non-Paynetics accounts that are opened with another payment services providers.

**"Agreement"** shall mean this document together with:

- Tariff of Paynetics AD (the "Tariff"),
- Privacy Policy, and
- Any other appendix explicitly specified herein, incorporated in the Agreement by reference.

**"App"** or **"Woli Mobile App"** means a mobile application for digital payments provided by **Woli Services Ltd.**, which is accessible from the relevant mobile app stores and through which we provide you with payment services as described hereunder. Woli Mobile App`s user interface is customized if the user is a Child (**"Woli Child App"**) or a Parent (**"Woli Parent App"**) but essentially it is the same mobile application.

**"ATM"** means an automated teller machine that can be used for cash withdrawals using a Card, and sometimes for

other payment and non-payment transactions.

**"Blocking the Card"** shall mean a temporary discontinuation of the Card service resulting in an objective impossibility to use the Card. Paynetics may block the Card on the grounds and as provided for in this Agreement. Paynetics shall keep a record of blocked cards. You and the Child may block the Card through the Woli Mobile App;

**"Business Day"** means a day (excluding Saturdays and Sundays) on which the banks in Republic of Bulgaria generally are open in for normal business;

**"Card"** means any Visa payment card issued by Paynetics by the request of you as a parent that is linked to the Account through the Associated Account. The Card is a type of payment instrument which allows the authorized Cardholder to access the Associated Account's balance to make Card Transactions. The Card may be physical or virtual.

**"Card Organization"** means VISA Europe ('VISA') or any other association or organisation maintaining a card payment system applicable under this Agreement, including any affiliate, subsidiary or successor company of any of them, of which Paynetics is a member and is entitled to issue cards and accept payments, including using Cards accepted by such Card Organisation.

**"Card Transaction"** shall mean a payment made by the Cardholder using the Card including: a transaction at a physical POS terminal; ATM transaction; an Internet transaction using a virtual POS terminal, whereby the e-money balance onto the Associated Account is debited with the amount of the Card Transaction, together with the applicable fees, if any;

**"Cardholder"** shall mean your Child who uses a Card issued hereunder by your explicit request;

**"Child/Children"** shall mean a child of the Parent aged 8-18 years old who upon the explicit request of the Parent obtains and uses a Card issued through the Woli Mobile App;

**"Associated Account" or "Child Account"** shall mean a technical account which is associated to Parent Account and to which Card is linked and which is opened and maintained with the sole technical goal of enabling the usage of the Card. The Associated Account is opened by the request of the Parent. The balance of the Associated Account may be created only by records made from the respective Parent Account and cannot be used for making outgoing Credit Transfers to third parties.

**"Competent Authority"** means a body acting in accordance with defined statutory functions and exercising public authority and public power for the purposes of payment services, electronic money, or other financial regulation, including, the Bulgarian National Bank ("BNB"), the European Banking Authority ("EBA");

**"Credit Transfer"** means a national or cross-border payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer;

**"CVC2"** shall mean a three-digit code or password for Secure Internet Payments issued for each card. CVC2 is a strictly personalised code for access to funds available on the Card, which is entered using a virtual POS terminal. Each CVC2 entry using a virtual POS terminal serves to prove the identity of the Cardholder.

**"Deactivating the Card"** shall mean the final discontinuation of the Card service by Paynetics;

**"EEA"** means European Economic Area that consists of the Member States of the European Union (EU) and the three EEA EFTA States (Iceland, Liechtenstein, and Norway);

**"Parent", "you", "yours"** means a natural person with permanent residence within the EEA who: (i) is at least 18 years old, (ii) has accepted this Agreement for the provision of Paynetics' payment services by clicking "I Accept" in the relevant box upon installation of the Woli Mobile App, (iii) has a Child and (iv) and uses the payment services of Paynetis as provided for in the present Agreement.

**"Identification" or "KYC Procedure"** shall mean an identification procedure that requires at least provision of a valid passport / ID card and bank statement or other identification document, as well as a selfie of the person,

together with the presented identity document in real time.

**"Visa"** means Visa Europe or its successors.

**"Paynetics", "we", "us", "our"** means:

Paynetics AD, a company incorporated in Republic of Bulgaria, under registration number 131574695 and having its registered office at 76A James Bourchier Blvd., 1407 Sofia, Republic of Bulgaria. For the purposes of EEA services, Paynetics AD is an electronic money institution holding a license for operating as an electronic money company issued by the Board of Directors of the Bulgarian National Bank by Decision 44 of 11 April 2016, and is entered in the register kept by the Bulgarian National Bank, which is accessible on <http://www.bnb.bg/RegistersAndServices/RSPublicRegisters/index.htm>. Paynetics AD is licensed by the Bulgarian National Bank ("BNB") to issue, distribute and redeem electronic money and to provide payment services, such as opening and maintaining payment accounts and issuing of payment cards, in accordance with the Payment Services Directive 2015/2366 (PSD2), the E-Money Directive 2009/110 ("EMD") and the Bulgarian Payment Services and Payment Systems Act ("PSPSA"). The Bulgarian National Bank supervises the activities of Paynetics AD.

**"Payment Transaction"** means an act initiated by the payer or on their behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

**"PIN"** shall mean a unique four-digit personal identification number, which can be used to confirm Card payments.

**"Woli Services Ltd." or "Woli"** means a company duly registered and operating under the laws of Republic of Cyprus, Company ID: HE 411043, with registered office located at Mnasiadou & Stasikratous 10, ELMA HOUSE, 2nd floor, 1065, Nicosia, Cyprus which provides and operates the Woli Mobile App, which connects you with Paynetics. Woli is a registered agent of Paynetics for the territory of Republic of Cyprus and is a subcontractor of Paynetics AD for the territory of the rest of EU and EEA.

**"POS (Point of Sale, Point of Service) Terminal"** shall mean a device where the Card is used to pay for the purchase of goods or services in commercial premises.

**"Virtual POS Terminal"** shall mean a logically defined POS terminal device by which payment of goods and services are performed via the Internet.

**"Privacy Policy"** means our privacy policy which you can view here: [Privacy & Security Policy - Paynetics](#) and which, together with this Agreement, describes the basis upon which any personal data We collect from You, either directly or from our authorised partners or that You provide to Us or them, will be processed, handled and shared by Us, as may be amended from time to time in accordance with its terms and as further explained and defined in this Agreement. If there is any discrepancy between the terms of our privacy policy and the relevant policies and/or terms and conditions of our partners in relation to our services and our treatment of your data then the provisions of our privacy policy shall apply.

**"Prohibited Transaction"** means any of transactions or activities as listed below or as may be subsequently made available on the Website from time to time:

1. Any sales of 'pyramid' type, Ponzi schemes or similar marketing or matrix programs or other schemes for 'quick enrichment' or high-yield investment programs;
2. Sale, supply or purchase of illegal items or items promoting or facilitating illegal activities;
3. Sale, supply or purchase of counterfeit products or products infringing intellectual property rights;
4. Products or services for the processing or aggregation of payments by third parties;
5. Money laundering;
6. Terrorism financing or propaganda;

7. Pornography, escort services and selling and/ or advertising sexual services;

8. Using the Card or Account in a manner and/or for purposes that violated any applicable law and/or regulations of the Card Organisation or SEPA;

**"SEPA"** means Single Euro Payments Area scheme, which allows sending and receiving payments in EUR between participating payment service providers.

**"Strong Customer Authentication" or "SCA"** means an authentication method based on the use of two or more elements categorized as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data. SCA is performed when you access your Account online, you initiate an electronic payment transaction or carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

**"Tariff"** means the tariff suggested by Woli and adopted by Paynetics for the fees collected by Paynetics for payment transactions performed with the Account or Card. The Tariff may define the transaction limits for Account and Card operations. The Tariff, as amended from time to time, is available on the Website

**"Website"** means the following website: [www.woli.io](http://www.woli.io)

## **2. ABOUT OUR SERVICES**

2.1. Your Parent Account and the Associated Account are opened and maintained by Paynetics. The Card is issued by Paynetics by the explicit request of the Parent. The value stored on the Parent Account is electronic money, otherwise referred to as 'e-money'. Paynetics is not a bank, hence neither the Parent Account, nor the Associated Account are bank accounts. The funds available in the Parent Account are not a deposit. No interest will accrue on the Parent Account balance. The Card is a debit card linked to the Parent Account via the Associated Account, it is not a credit or charge card.

2.2. The Bulgarian Deposit Insurance Fund or any other applicable compensation scheme or fund do not apply to funds held in the Parent Account and the Card. Instead, Paynetics protects your funds through a process known as 'safeguarding', in line with its regulatory requirements. In this process, Paynetics keep your money separate from our own funds and places it in a safeguarding account with a bank or cover it by an insurance policy or a comparable guarantee.

2.3. Before we provide any of our services to you, you will have to successfully complete our process for verifying your identity. The process may involve you providing us a valid passport / ID card and a bank statement or other identification documents, as well as a selfie, together with the presented identity document in real time, or any other procedure we may specify. We may use ID verification agencies or other automated platforms to verify your identity. We or Woli may require you to provide additional information at any time for the duration of this Agreement.

2.4. This Agreement will only become effective once you receive a confirmation that Paynetics has approved your application. Paynetics will not be obliged to provide any of the services under this Agreement before such confirmation is provided. Paynetics may refuse to approve any application and/or enter into an agreement for its services for any reason.

2.5. To be eligible for Parent Account and associated services, you must be: (a) 18 years of age or over; (b) EU/EEA permanent resident; (c) you should have a Child who you want to provide a Card for use under this Agreement; (d) you must have passed all our identification procedures and checks; (e) you must have provided us with a valid email address and telephone number; and (f) you must not have committed a violation of this Agreement. We can close your Account or stop providing our services if we find out you are not eligible for it.

2.6. The payment services provided hereunder can be used by individuals only. You may only use your Parent Account personally and do not have the right to transfer their use to anyone else. Only one parent within a family can

open

a Parent Account in their name. The second parent may register as a secondary Parent in the Woli Mobile App but will have only viewing rights.

- 2.7. **You can provide the Card for use by your Child as a Cardholder if the terms and conditions of this Agreement are met but you remain fully responsible for all Card Transactions, actions, and omissions of the Cardholder as if you have performed those by yourself. In no case your liability might be waived or limited, except for the cases provided for in the applicable law.** In case you allow access to or provide any other means to use your Parent Account and the Cards you will bear full responsibility for all payments initiated by them.
- 2.8. Associated Accounts are linked to Parent Accounts and are set up upon the explicit request of the Parent. Parent Accounts can be used for loading the Cards through the Associated Accounts. Parent Accounts are enabled for making or receiving transfers to or from other Paynetics accounts (Parent Accounts) opened through the Woli Mobile App. Parent Account is not enabled for outgoing Credits Transfers to non-Paynetics accounts except for the cases where the Parent wishes to close their Account. The Parent decides how much funds and at what regularity to transfer them to the Cards and manages issued Cards (the Parent requests issuance of Cards, Blocking, renewal, closure). Parents can view the Card Transactions that are placed by Children with Cards issued hereunder and can control Card Transactions by placing limitations for future Card Transaction, e.g., maximum POS transaction amount, maximum weekly spending amount.
- 2.9. Cards are issued upon the explicit request of the Parent and are linked to the Parent Account through the Associated Accounts. Cards enable access of the Cardholder to funds stored on the Parent Account up to the available balance onto the Associated Account. The Associated Account is enabled only to facilitate the loading of the Cards initiated by the Parent from their Parent Account. You must not use the Account or Card for or in relation to (including sending or receiving proceeds from):
- 2.9.1. any activities which do not comply with any applicable laws or regulations, including but not limited to laws relating to money laundering, fraud, financial services or consumer protection;
  - 2.9.2. Prohibited Transaction under this Agreement; or
  - 2.9.3. trading or business purposes.

### **3. DESCRIPTION OF PAYNETICS ACCOUNT**

- 3.1. When this Agreement becomes effective, Paynetics will set up, upon your request, and maintain:
- 3.1.1. An e-money Parent Account in EUR with a dedicated IBAN which can be used for loading Cards through the Associated Accounts and for transfers to or from other Paynetics accounts (Parent Accounts) opened through the Woli Mobile App.
  - 3.1.2. An Associated Account which (i) is of technical character – it is associated with the Parent Account to enable Card usage, (ii) the balance of which is created upon the explicit request of the Parent, and (iii) to which one or more Cards in EUR are issued upon the explicit request of the Parent. Associated Accounts can be used to facilitate the loading funds to the Card(s) as provided for in clause 4.4. hereinbelow and may not be used for outbound Credit Transfers.
- 3.2. Upon installation of the Woli Mobile App, the Parent must provide the information and documentation as defined by Paynetics for their identity verification as per the applicable AML and CTF laws and regulations. After the Parent has provided requested information, has read, and accepted this Agreement, and passed successfully the identity verification, the Parent Account is opened by Paynetics in the Woli Parent App.
- 3.3. The Parent should provide identity information on the Child /Children too, as requested, including names, date of birth, mobile phone number. Additional information that confirms the existence of a parent-child relationship may be requested. Following the successful registration of the Parent, opening of the Parent Account and check of the identity information on the Child as provided by the Parent, an invitation to the Child for downloading and registering in the Woli Child App will be sent through a SMS to the provided by the Parent mobile phone number



of the Child. The SMS will contain a link for downloading the Woli Child App. Once the Child downloads the Woli

Child App and completes the first successful login, the Woli Child App is securely paired with the Woli Parent App and the Associated Account is created. If the Child has no mobile phone of their own, then the pairing of the Parent and Child Apps can also happen via a QR code that the Parent can retrieve from their Woli Parent App. The QR code available on the Parent App should be scanned with another home device that the Child uses (computer, tablet, etc.).

- 3.4. Limits may apply to your Account and to the Card, such as limits on the amount which can be loaded onto the Account and the Associated Account, minimum load payments to your Account, the maximum balance that can be held on your Account or on the Associated Account, the value of Card Transactions and transfers to and from another Woli Parent Accounts or an aggregate value or number of payments in a particular time period, maximum limits on spending (POS, online transactions and ATM usage). The applicable limits are as set out in the Tariff and may be changed by us from time to time. To manage our risk, particularly with respect to money laundering, fraud, or security concerns, we may also apply internal controls, including limits, to certain types of transactions from time to time but for security purposes, will not disclose them.

#### **4. LOADING FUNDS TO PARENT ACCOUNT AND ASSOCIATED ACCOUNT**

- 4.1. The minimum load amount to top up your Account/Associated Account is indicated in the Tariff.
- 4.2. The balance of the Account/Associated Account should never exceed the limits set out in the Tariff.
- 4.3. Parent Accounts can be loaded through (i) top-up operations with a card which service is not provided by Paynetics but by a third-party service provider, or (ii) by receiving incoming payments via SEPA.
- 4.4. The balance of the Associated Account shall be created via records made from the Parent Account.
- 4.5. The received funds will be credited to the Parent Account immediately after Paynetics receives the funds.
- 4.6. Paynetics may refuse to execute or delay execution of an incoming payment and your Account will not be credited if:
  - 4.6.1. your Account or payment breaches any of the limits as set out in the Tariff;
  - 4.6.2. your Account is inactive, blocked or terminated;
  - 4.6.3. the sender has provided incorrect/invalid Account details for payment;
  - 4.6.4. Paynetics reasonably believes the payment is fraudulent, illegal or unauthorized;
  - 4.6.5. Paynetics reasonably believes the payment is related to a Prohibited Transaction.
  - 4.6.6. Paynetics reasonably believes that there has been a violation of this Agreement;
- 4.7. If an incoming payment is refused for any of the reasons set out above, the funds may be sent back to the sender without prior notice to you.
- 4.8. Woli may charge you a top up fee every time your Account is loaded as set out in the Tariff.

#### **5. USING YOUR ACCOUNT**

- 5.1. Your Account is enabled for receiving payments and for loading Cards through Associated Accounts. If you request to close your Account at Paynetics, you will be able to request that the e-money available as balance onto your Account be transferred to another payment account of yours opened at another payment services provider (please see clause 15 below).
- 5.2. Your Account can also be used for making or receiving transfers to or from another Parent Accounts opened in the Woli Mobile App ("**P2P transactions**"). In order to make and receive P2P transactions, You should activate this possibility through Your Woli Parent App. Once this is done, your Child will be able to ask You to send and receive e-money to and from their friends. The P2P transactions take place between the Parent Accounts of the Parents of the Children involved.

- 5.3. The number of P2P transactions may be subject to a limitation per month, as well as the maximum amount per P2P transaction and the total amount that can be sent per month is through P2P transactions. Limits can change in accordance with 3.4. above.
- 5.4. We reserve the right to disable the P2P feature under the cases described in 4.6 above.
- 5.5. When You make a request for P2P transaction to be executed via the Woli Parent App, You will need to let us know:
  - (a) the amount of the P2P transaction You wish to make;
  - (b) the name of the beneficiary of the Parent Account You wish to make the P2P transaction to; and
  - (c) any other information we may request from You.
- 5.6. We will confirm the details of each P2P transaction order placed. Once a P2P transaction is completed a push notification will be sent to the Parent Account and the Associated Account. If You see confirmation of a P2P transaction you did not place with us, you must contact us as soon as possible via the Customer Relations Centre.
- 5.7. You must make sure that your Account has sufficient funds available to cover the amount of a given loading transaction, or P2P transaction, and all applicable fees. The value of any P2P Transaction together with all applicable fees will be deducted from the funds on Your Account. Paynetics may refuse to perform any given payment if your Account does not have sufficient balance to cover the amount of the loading transaction and all applicable fees.
- 5.8. Paynetics will execute your instructions for loading Cards through the Associated Account(s) or P2P transaction immediately upon receipt of the order by Paynetics, if there is enough balance onto the Account to cover the amount of the transaction together with the applicable fees. The time of receipt of your payment instruction is when Paynetics receives it (which will typically be on the same day you instruct the payment) or, if the payment instruction specifies the payment is to take place on a future day, then your payment instruction will be treated as received on that future day. Payment instructions received on a Business Day after 15:00 PM or on a holiday/non-working day, will be considered as received on the following Business Day.
- 5.9. Parents can automate the loading of Cards by activating the "Allowance" feature within the Woli Mobile App, which sets a regular load to the Cards on a weekly or monthly basis.
- 5.10. You cannot cancel a Card payment or P2P transaction after you have authorized it and Paynetics has received your payment instruction for it, except that you can cancel a future payment, such as a recurring transaction if you notify Paynetics of cancellation no later than the end of the business day before the payment is due to be made via the App.
- 5.11. Cardholders can only cancel transactions that have been authorized for a future date (for example recurring monthly subscriptions) by reaching out to the merchant earlier than the payment due date. We are not liable for any such recurring payment made, if the Card has been selected as the payment method. Cancelling a future dated payment such as a recurring Card payment with us will not cancel the agreement with the organization you are paying to. You should tell the organization collecting the payment about the changes to your/Cardholder's instructions.
- 5.12. When you are the payee, your Account will be credited with the relevant amount on the day of receipt of the amount onto an account in the name of Paynetics, in its capacity as a payee's payment services provider. If the amount has been received onto an account in the name of Paynetics after 15:00 PM on a Business Day or on holiday/non-working day, it shall be considered that the amount has been received on the next Business Day.
- 5.13. In order to comply with the applicable law or court order in any applicable jurisdiction, the instructions provided by a Card Organisation or any other rule or duty applicable to Paynetics, Paynetics reserves the right to request additional documents and information, including original paper copies, regarding a particular payment transaction, including P2P transaction, carried out to or from your Account, as applicable. In the event that You fail to comply with your undertaking under the preceding sentence, Paynetics may refuse or delay the execution of the relevant payment transaction. In such cases, Paynetics shall not be liable for any damages or losses of any

nature suffered as a result of a refused and/or delayed payment transaction.

- 5.14. The value of Card Transactions together with all applicable fees will be deducted from the funds on the Account and respectively, from the balance on the relevant Associated Account. Card Transactions in any other currency will always be deducted from the Account at then prevailing currency conversion rates and will be reflected on the Associated Account. If there is insufficient balance, recorded on the relevant Associated Account to complete the Card Transaction, including all applicable fees, the transaction will be rejected. See clause 8 for more detail on the applicable currency conversion rates and fees.
- 5.15. If you want to load a Card through the relevant Associated Account, you should provide us the following information when you instruct us for the first time to make the payment (in addition to any other information we may ask for): select the Child from your Woli Parent App, enter information about the amount you want to load to the respective Card and confirm the order by entering your PIN (something that you know) or placing your fingerprint or using another biometric method for identification and authentication as might be applicable (something that you are). You should adhere to the limits for loading Associated Accounts which are indicated in the Tariff.
- 5.16. Paynetics adheres to the requirement for SCA set forth in the applicable law. You may be required to provide security details, such as a PIN, and/or use a particular authentication method depending on the method you use. We will tell you which authentication can be used or if they are unable for any particular types of service. Paynetics reserves the right to change or introduce new authentication methods at any time, including for reasons relating to changes in the law, technical characteristics of the services or security.
- 5.17. If we refuse to execute the loading payment or P2P transaction, we will notify you as soon as possible unless it would not be unlawful for us to do so. If possible, we will provide the reasons for refusal to execute the payment and where those reasons relate to factual matters, the procedure for rectifying any factual errors that led to such refusal.
- 5.18. The execution of any payment to your Account (including P2P Transaction and Card Transactions) may be delayed or refused due to the performance of Paynetics' security or legal compliance checks, including if Paynetics suspects that the payment is involved in fraudulent, illegal, or unacceptable activities or constitutes an unauthorized payment.

## **6. DESCRIPTION OF THE CARD. CARD ACTIVATION AND REPLACEMENT**

- 6.1. Parents can order issuance of Cards by selecting the relevant option in the Woli Parent App. Parents set limits and controls on the use of the Cards by Cardholders. You can select the amount and the relevant Child from the Woli Parent App. Only You can apply for the issuance of a Card and not your Child. Only your Child, aged 8-18 years old, may be a Cardholder and may use the Card. We reserve the right to request at any time information and documents from you in order to prove the Cardholder eligibility.
- 6.2. The Cards are issued by Paynetics, denominated in EUR and are linked to the respective Associated Account. Cards are provided for use to Cardholders (Children) with the explicit consent of Parents. The Cardholder may use only one Card. Cards can be used in Cardholder's country of residence or abroad. Parents can limit through the Woli Parent App the usage of the Card only within Cardholder's country of residence.
- 6.3. Cards can be plastic or virtual. Virtual Cards are instantly created and activated upon their creation in the Woli App. Virtual Cards can be used only for online purchases of goods and services. Activation of the plastic Card can be made through the Woli Parent App or Woli Child App. Both Parent and Cardholder will also get access to the Woli Card's unique PIN number in the Woli Mobile App, after providing security details and/or using a particular authentication method (such as biometrics) depending on the method you use. The PIN cannot be changed within the Woli Mobile App.
- 6.4. You can order a Woli Card by selecting the relevant option in the Woli App. If the order has a fee, the fee will be presented to You and will be deducted by your Parent Account balance or your debit/credit card issued by third-party payments services provider which details You have entered into the Woli App, for the order to be confirmed. Fees may vary depending on your selection of physical or virtual Card.
- 6.5. The plastic Card will be delivered to the address You have provided during your identity verification upon registration in Woli Parent App. Your Child/Children to who you provide the Card for use must reside at the same

address as You. If You have opted for a virtual Card, You may request for the virtual Card to be replaced by a

physical Card which will be dispatched to your designated home address (You have provided during your identity verification upon registration in Woli Parent App). In this case, additional fees may be applicable. The Card is issued under the Visa brand pursuant to license granted by Visa Europe.

- 6.6. Unless specified otherwise in this Agreement, the Card can be used to pay merchants for goods or services at (whether in-store, online) and for cash withdrawals at ATMs. If you have been issued with a virtual Card, it can only be used to pay merchants online. Your Card can be used at all card acceptance terminal devices bearing the Visa logo which maintain the necessary functions.
- 6.7. Card payments will be executed immediately after Paynetics receives the payment request. To make the Card as safe and secure as possible, we shall block merchant types which are not age appropriate for minors, for example merchants who sell gambling products.
- 6.8. The value of all Card payments, including all applicable fees, will be deducted from the Account and will be reflected to the relevant Associated Account balance. In case of insufficient balance on the Associated Account to cover the amount of a particular Card Transaction, together with any applicable fees, including for exchange rates, the Card Transaction will be declined.
- 6.9. The Parent is responsible for all goods or services purchased with the Card. Any dispute with a merchant about a product or service purchased with the Card will be considered a dispute between you and the merchant, and should be addressed directly to that merchant. Paynetics does not accept any responsibility or liability for the quality, safety, legality or any other aspect relating to and does not provide any warranties regarding such goods or services purchased with the Card. It is the Parent's obligation to ensure that Cardholders under the age of 18 do not use Cards for any purpose for which the minimum age is 18 or higher, such as gambling, adult entertainment, or alcohol purchase. Parents are responsible to ensure that the use of Cards is compliant with this Agreement.
- 6.10. Paynetics will not be liable if a merchant refuses to accept a Card or if Paynetics has refused to execute a payment in accordance with this Agreement.
- 6.11. The Card is property of Paynetics as a card issuer and cannot be transferred and/or made available to anyone else except for the Cardholder.
- 6.12. Each Card has a validity period within which it can be used. If the Card is physical, it will expire on the last day of the month/year indicated on its front. If the Card is virtual, it is valid until the physical Card is delivered at the relevant address of the Parent and is activated through the Woli App. All Card payments initiated after the expiration or cancellation of the Card will not be authorized or executed.
- 6.13. Paynetics will issue the Card within 5 business days from the date Parent`s application is accepted and, if the Card is not virtual, will deliver it to Parent`s address personally through courier services. Paynetics is not responsible for any delays caused by the courier services during the delivery of the plastic Card. If the Card is virtual, the Card will be made available to via the App immediately after your application is approved by Paynetics.
- 6.14. The physical Card will be personally delivered to you (Parent) and you may be required to produce an ID document to collect it. The Cardholder will be required to sign on the signature strip on the reverse side of the physical Card immediately after receiving it unless the Cardholder is under 14 years of age. In that case the Parent shall place a signature on the signature strip on the reverse side of the physical Card immediately after receiving it.
- 6.15. The Cardholder will be provided with a PIN to use with the Card. Cardholders and/or their Parents can change their PIN by entering the physical Card into an ATM and selecting a new PIN. The Cardholder should memorize the PIN and the Parent should ensure that the media on which it is recorded is destroyed. The Cardholder and the Parent should keep the security details of the Card such as PIN safe (see clause 11 below). If the Cardholder forgets the PIN, the Cardholder can securely view it directly via the Woli Child App.
- 6.16. You may request Paynetics to issue a new Card in the following cases:
  - 6.16.1. in case of destruction or damage to the Card;
  - 6.16.2. in case of loss, theft or other misappropriation of the Card,

- 6.16.3. in case of a forgotten PIN, and
- 6.16.4. upon expiry of Card's validity period.
- 6.17. If your Card is replaced because it was lost or damaged, or upon expiry of your Card's validity period, Parent may be charged a Replacement Fee (see Tariff) which will be deducted from the Parent Account. If the Card has been reported stolen or misappropriated, you may be charged a fee that is directly related to the cost of replacement (see Tariff). If the Card has been reported lost, stolen, or misappropriated but later is found, then you should immediately inform Paynetics about it and destroy the Card.
- 6.18. When you receive the plastic Card it will be inactive. You have to activate the plastic Card via the Woli App before using it. Otherwise, any Card Transactions attempted by you will be rejected. The plastic Card can be activated online by following the instructions for activation provided to you.
- 6.19. Paynetics shall have the right to block your Card if any of the circumstances described below occurs:
  - 6.19.1. Paynetics reasonably suspects that the payment is unauthorized or involved in fraud or illegal activity;
  - 6.19.2. Your or Cardholder's instruction is unclear, incorrect or incomplete;
  - 6.19.3. Paynetics reasonably believes that there has been a violation of this Agreement;
  - 6.19.4. you have failed to use the authentication method and/or provide security information required;
  - 6.19.5. there are insufficient funds in the Associated Account to cover the payment and any applicable fees;
  - 6.19.6. the payment violates any applicable limits;
  - 6.19.7. carrying out your instruction might cause us to break the law, order of a regulatory body, code, rule of Card Organisation or other duty applicable to Paynetics;
  - 6.19.8. due to a technical impossibility to carry out the payment;
  - 6.19.9. Paynetics reasonably believes payment is related to a Prohibited Transaction.

## **7. GIVING INSTRUCTIONS FOR CARD TRANSACTIONS**

- 7.1. The Card can be used only by the Cardholder. It is the responsibility of the Parent to ensure that there are available balance in the Associated Account to cover any expenditure, allowing for any foreign exchange fees and other applicable fees under this Agreement.
- 7.2. When the Cardholder is using the Card, it is assumed that the Parent has provided their consent for the use of the Card and a transaction is authorized using any one of the following methods:
  - 7.2.1. in case of cash withdrawal from an ATM: by entering a PIN;
  - 7.2.2. in case of payment for goods or services in-store: by tapping/waving the Card (or a device where it is held) over a card reader for contactless payments, and by entering a PIN;
  - 7.2.3. in case of online payments for goods or services online: no PIN shall be used but the card authenticity shall be confirmed by providing a PAN, the Expiry Date and the CVV2, in addition a push notification for confirmation of the payment will be sent to Cardholder on the mobile phone number provided, the Cardholder should enter into the Woli Child App using biometrics or other security information or credentials as requested and then the Cardholder should confirm the payment;
- 7.3. To start using physical Cards at points-of-sale, the Cardholder will need to do a chip-and-PIN transaction and this will also unlock contactless payments for the Card.
- 7.4. Your consent for a Card Transaction may cover a single payment or a series of recurring payments on a Card (such as where Cardholder gives Card details to a merchant to be used for Card payments in the future) for a set or variable amount.



- 7.5. Merchants in certain business sectors (e.g. car rental companies, hotels and other service providers) estimate the amount of the final Card Transaction to them and require to “pre-authorise” or withhold the estimated amount on the Card. Sometimes, that withheld amount may exceed the final amount spent. In such cases, the initially withheld funds will not be available for up to 15 days until the final Card Transaction request is received by us or released by the merchant. Paynetics may release such amounts only with the merchant’s consent.
- 7.6. If any of the methods of authorisation set out in section 7.2 are used, we shall assume that You (Parent) have authorized a transaction unless we were informed that the relevant details of the Card have been lost, stolen or misappropriated prior to the transaction taking place.
- 7.7. You acknowledge the correctness of the amount of each transaction which the Cardholder initiates.
- 7.8. Once a transaction is authorized, it cannot be stopped or revoked. You may in certain circumstances be entitled to a refund in accordance with this Agreement.
- 7.9. On receipt of notification about authorisation of a Card Transaction Paynetics will deduct the value of the transaction, plus any applicable fees and charges, from the available balance in the relevant Associated Account.
- 7.10. For a Card Transaction to be authorized, the Associated Account must have enough balance to cover the amount of the transaction and any applicable fees, otherwise the transaction will be declined. A refusal notification may be received for various other reasons when a Card Transaction is not authorized, e.g., when the transaction amount exceeds the maximum amount limit, as defined by the Parent or set within the Woli Mobile App.
- 7.11. For each Card Transaction, Parents and Children will be receiving real-time push notifications in the Woli Mobile App, notifying them about the transaction details.

## **8. FEES AND EXCHANGE RATES**

- 8.1. Fees that apply to your Parent Account, Associated Account, Card and associated services and/or transactions are as set out in the Tariff. The fees depend on the plan that you have chosen. You can opt for the Basic Plan with monthly or yearly subscriptions. Alternatively, you can choose the Pay as you go Plan, where specific features may not be available and the fees that will be charged to You when you load your Woli Parent Account will be higher than the ones that apply to the Basic Plan. If you wish to unblock the features that are not available under the Pay as you go Plan, you can always upgrade your plan to the Basic Plan.
- 8.2. All fees will be determined in the currency of the relevant Card and/or Account to which they relate and will be deducted from the relevant Account.
- 8.3. In case a Parent opts for the Pay as you go Plan this plan will apply with respect to all Associated Accounts linked to the Parent’s Woli Account. The same will apply in case the Parent chooses to upgrade their plan to the Basic Plan.
- 8.4. If You have opted for the Basic Plan and You wish to change plan, You can always request to downgrade your plan to the Pay as you Go Plan. The change will become effective once your subscription lapses and will apply to all Associated Accounts.
- 8.5. Paynetics reserves the right to change the applicable fees in accordance with this Agreement (see further clause 13). Changes in the reference exchange rate will apply immediately without prior notice.
- 8.6. If a payment received or sent into your Account is in a currency other than the currency of the Account (including transfer between your different currency Accounts), then the payment amount will be converted into the currency of the destination account using an exchange rate made up of a reference rate (available at the App). The exchange rate will be determined at the time (with respect to payments into Account) the payment is received or (with respect to payments from Account) the payment instruction is received by

Paynetics.

- 8.7. If a payments using a Card is in a currency other than the currency of the Account from which it is taken, then the amount deducted will be the amount of the Card payment converted to the currency of the Account using the reference exchange rate applied by Visa® (available at <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>). The exchange rate shall be determined on the date of the Card payment is processed. The exchange rate is not set by Paynetics and varies throughout the day meaning it may change between the date the Card payment is made and the date it is processed. Paynetics provides information on the total currency conversion charges applicable with respect to Card payments, expressed as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank on the Website.
- 8.8. Parent is entitled to use the Woli Mobile App and our payment services for 30 days upon approval of your application by us. If at any time during these 30 days envisaged, the Parent chooses to order issuance of plastic Card, then the Parent should choose a monthly or yearly Card subscription fee due for the use of the Woli Mobile App and our payment services before Parent proceeds to the ordering of the card. Alternatively, the Parent may opt for the Pay as you go Plan in which case they will be asked to provide their debit/credit card details (issued by another payment services provider) where the fees applicable under this plan will be charged from.
- 8.9. Until the expiration of the 30-day period if you wish you can cancel the use of our payment services and the Woli Mobile App, and by contacting our Customer Relations Centre. You will not be charged for cancelling within this period and the funds in your Account will be returned to you in accordance with clause 15. You will not be entitled to a refund of any payments and associated fees made from your Account/Associated Account or using the Card up to the date you notify Paynetics of the cancellation.
- 8.10. If you choose not to terminate this Agreement after the 30-day period, prior to using the services you should cover a monthly or yearly card subscription which is collected per Associated Account and allows the services hereunder to be used by Parent for a specific Child. The monthly or yearly Card subscription fee per Associated Account will be charged to the debit/credit card that you have saved in the App or directly to your Parent Account balance. The monthly or yearly card subscription fees are recurring and by choosing to continue using our services and the Woli Mobile App you give your consent for their automatic collection each month or year respectively, on the exact date when You activated each Associated Account, from the debit/credit card that you have saved in the App or directly to your Parent Account balance.
- 8.11. Alternatively, You can opt for the Pay as you Go Plan in which case You will be requested to provide your debit/credit card details where the fees applicable under this plan will be charged from. By opting for this plan, You give your consent for the automatic collection of these fees each time that You proceed to an action or transaction to which fees apply. Paynetics also reserves the right to collect such fees directly from your Parent Account balance. Please note that some of the available in the Woli App features will not be available under the Pay as you Go Plan.
- 8.12. After the expiry of the 30 days and in case that you have not notified us that you wish to terminate the Agreement and you have not linked a card within the Woli Parent App for payment of the subscription fees or the fees applicable under the Pay as you Go Plan and the linked card balance or your Parent Account does not have enough balance to cover these fees, we shall be entitled to block your Accounts/Associated Accounts and/or Cards until you restore payment of the card subscription fee or the fees applicable under the Pay as you Go Plan. In case you fail to pay the fees due for the use of our payment services and Woli Mobile App (and as a result your Accounts and/or Cards remain blocked for more than 6 months due to non- payment of the fees due), we may terminate the Agreement with you with a notice having an immediate effect. We will inform how You can receive the funds left as available balance onto Your Accounts unless you choose to spend them by making Card Transactions.
- 8.13. For avoidance of doubt, any fees that may be due for loading the Parent Account as well as fees related to Card Transactions, if any, are not waived during the 30-day period set out in 8.8.

## **9. NEGATIVE BALANCE**

- 9.1. If any action results in a negative balance in your Account, you must reimburse Paynetics the amount of the negative balance immediately upon request. Paynetics may charge the amount of the negative balance

against

the funds on any other Accounts held by you, including any subsequently loaded funds. Paynetics may suspend Accounts and Cards until it is reimbursed for the negative balance in full and may take legal action against you to recover such amount.

## **10. COMMUNICATION PROCEDURE**

- 10.1. The Agreement is executed in English and all communications between you and us will be in English, unless expressly agreed otherwise in this Agreement.
- 10.2. You and the Cardholder may receive information electronically via the Woli App about the payments made with the Cards.
- 10.3. We can communicate with you (including to provide any information or notifications in relation to this Agreement) using any of the following methods:
  - 10.3.1. via the App;
  - 10.3.2. by email;
  - 10.3.3. by phone (including by sending you an SMS);
  - 10.3.4. by writing to your home address.

We will tell you if any of these communication methods are not available. We will also tell you if you need any technical requirements or software to communicate with us.

- 10.4. We will use the contact information you have most recently given us to communicate with you. If any of your contact details change, you must inform Paynetics about it as soon as possible by updating your details via the App. All notifications, invitations or other notices sent to your last email address last known to Paynetics will be deemed to have been delivered.
- 10.5. You can contact Paynetics via our Customer Relations Centre (see contact details at clause 18).
- 10.6. Paynetics will provide you with information about your Account, Associated Account and Card transactions and fees by means of electronic statements which will be accessible on the Woli App. Paynetics will also notify you at least once per month by SMS or email that your statement is ready. Statements will not be provided on paper. You should carefully review your Account, Associated Account and Card transaction information regularly. Your statements will remain available on the Woli App for you to access for 1 (one) year. You may wish to download or print your statements for your future reference. You may be charged a fee (see Tariff) if you ask us to provide additional information or provide it in a different manner than as described here.

## **11. SECURITY MEASURES**

- 11.1. You must use your Account and must ensure that the Associated Account and Card are used in accordance with the terms and conditions set out in this Agreement. You have important obligations to do everything you reasonably can to keep your Account, Associated Accounts and Cards safe and to notify Paynetics of any loss, theft, misappropriation or unauthorised use of the Accounts and Cards immediately after becoming aware of it as further described below.

### **Your obligations to keep your Account and Card safe**

- 11.2. You and the Cardholder will be provided via the App with or will be able to set up certain security details (such as your Card PIN and any password, passcode or other login details which can be used to access or make payments with the Card or P2P transactions). You must ensure that You and/or the Cardholder, as applicable:

- 11.2.1. take all reasonable measures to keep your Parent Account, Associated Account and Card and security details safe;
- 11.2.2. not write down any of the security details (such as PIN or password) unless it is done in a way to make it difficult for anyone else to recognize them;
- 11.2.3. not record security details such as PIN on the Card or keep such information together with the Card;
- 11.2.4. not to disclose to and/or allow anyone else to use in any manner whatsoever the security details such as user identifiers, passwords or PINs. Parents will be enabled to get access to the PIN of the Card via the Woli App because Parents are responsible for all Card Transactions performed with Cards issued hereunder and must have control over the usage of the Card that they have provided to the respective Cardholder;
- 11.2.5. keep the Card and any personal devices (mobile phones, computers, tablets) that can be used to access Parent Account, Associated Account and Cards or security details secure and not let anyone else use them to make payments;
- 11.2.6. not choose security details such as PIN or password to access the Parent Account, Associated Account or Card, as applicable, that is easy for someone to guess such as letters or digits that:
  - 11.2.6.1. are easily associated with you/Cardholder, for example your telephone number or date of birth;
  - 11.2.6.2. are part of the data imprinted on the Card;
  - 11.2.6.3. consist of the same digits (1111) or the sequence of running digits (1234); or
  - 11.2.6.4. are identical to previously selected PIN/password.
- 11.2.7. use up-to-date virus, malware, and spyware software and a firewall on any devices used to access Parent Account, Associated Account or Cards to reduce the risk of security breaches.

### **Your obligation to notify us**

- 11.3. If the Card has been withheld by an ATM, you must immediately notify Paynetics. If Paynetics is not able to return the Card, Paynetics will issue a new Card to replace it.
- 11.4. You or the respective Cardholder may block the Card through the Woli Parent or Woli Child App if the Card is lost, stolen or misappropriated or you/Cardholder believes that there has been unauthorised use of the Card. You or the respective Cardholder may unblock the Card through the Woli Parent or Woli Child App if the reasons for the blocking cease to exist.
- 11.5. You must immediately notify our Customer Relations Centre (using contact details at clause 18) if:
  - 11.5.1. the Card is lost, stolen or misappropriated; or
  - 11.5.2. you believe there has been unauthorised use of the Card, Parent or Associated Account or anyone else may be able to use or access the Accounts, Cards or security details to access them.

Paynetics will make all reasonable efforts to stop the use of the respective Account and/or Card by blocking the Account and/or Card payments after receiving a notification from you.

- 11.6. Paynetics may restrict, block, or deactivate the Card and/or Account (Parent and Associated ) if:

- 11.6.1. Paynetics is concerned about the security of the Card or the respective Account or the security details relating to them;
  - 11.6.2. Paynetics becomes aware or suspects that the respective Account, Card or security details relating to them are being used in an unauthorised, unlawful or fraudulent manner;
  - 11.6.3. Paynetics reasonably believes it needs to do so to comply with the law or court order in any applicable jurisdiction, the instructions provided by a Card Organisation or any other rule or duty applicable to Paynetics;
  - 11.6.4. this Agreement is terminated for any reason;
  - 11.6.5. you request us to do so;
  - 11.6.6. you have breached any term of this Agreement in a material way.
- 11.7. We will, if possible, notify you before restricting, blocking or deactivating the Parent Account, Associated Account or Card that we will do so and the reasons for it. If we are unable to notify you beforehand, we will notify you immediately afterwards. We will not notify you if doing so would compromise our security measures or would be unlawful.
- 11.8. The Card and/ or respective Account will be unblocked or re-activated (or replaced) as soon as possible after the reasons for blocking cease to exist.

### **Fraud or security threats**

- 11.9. We may need to contact you urgently in the event of suspected or actual fraud or security threats to Parent Account, Associated Account and Card and/or security details. To do so, we may use an SMS, telephone, e-mail or another secure procedure. When we contact you, we may also give you information on how you can minimise any risk to the respective Account, Card or security details depending on the nature of the security threat. But will **never** ask you to disclose (your) full security details (such as PIN, password or passcode) or ask you to transfer money to a new account for security reasons.
- 11.10. You agree you will not make any attempts to interrupt or impair the functionality of our information system, including but not limited to, not to spread files containing viruses, damaged files or other similar software which may be used for accessing, modifying, deleting, or damaging data files.

### **12. LIABILITY & REFUNDS**

- 12.1. You must notify Paynetics in writing of any unauthorised or incorrectly executed payments on the Account and/or the Card without undue delay after becoming aware of such unauthorised or incorrectly executed payment and in any case no later than 13 months from the date the payment was debited to the Account. You can notify us of such unauthorised or incorrectly executed payments by contacting the Customer Relations Centre (see clause 18 for details).
- 12.2. If you notify us of an unauthorised or incorrectly executed payment in accordance with clause 12.1, you may be entitled to receive a refund of the funds as detailed below. Paynetics will verify the authenticity of the payment, its proper recording and reporting, and whether the transaction has been affected by a technical malfunction or other defect.
- 12.3. If you are entitled to a refund for an incorrectly executed or unauthorised payment, we will refund you as soon as possible upon receipt of your claim or any additional information we may request in order to investigate your right to a refund. However, if after we refund you, our investigation leads us to reasonably conclude that you were not entitled to the refund, we will have the right deduct the amount of the refund from any funds on respective Accounts you hold with us and reserve the right to recover the value of the refunded payment by any other legal means.

## **Unauthorised Card payments or P2P transactions**

- 12.4. If Paynetics establishes you or the respective Cardholder have not authorised a P2P transaction or Card Transaction (for example, someone else made it) and there are no reasonable grounds for suspecting that you acted fraudulently, Paynetics will refund the value of the unauthorised payment by no later than the end of the business day after you notify Paynetics of the unauthorised payment. The refund will include any fees to restore the Account or Card Balance to the position it would have been at if the unauthorised payment was not made. Paynetics may hold you responsible for up to first EUR 50 incurred as losses with respect to unauthorised payments arising from the loss, theft or misappropriation of the Card or security details before you notify Paynetics.
- 12.5. You will not be entitled to a refund and you will bear all losses, irrespective of their amount, relating to an unauthorised payment if:
- 12.5.1. the payment was authorised by you or the Cardholder, as applicable;
  - 12.5.2. you have acted fraudulently;
  - 12.5.3. you and/or the Cardholder have intentionally or with gross negligence have failed to comply with one or more of the obligations and requirements under this Agreement (for example, with regards to keeping Parent Account/Associated Account or ensuring that Cardholder keeps Card safe or to notify us of any unauthorised payments).

## **Non-executed or Incorrectly executed payments**

- 12.6. Without prejudice to the provisions of the clauses 4.6, 6.18, and 11.6, If Paynetics fails to execute or incorrectly executes a payment made using a Card or a loading transaction, Paynetics will promptly reimburse the amount of the payment (including any fees to restore the Account to the position it would have been at if the defective payment was not made).
- 12.7. Paynetics will not be liable for any payment executed in accordance with the payment instructions given by you or Cardholder.

## **Late or incorrectly executed payments to your Account**

- 12.8. Without prejudice to the provisions of the clauses 4.6, 6.19, and 11.6, If Paynetics has received a payment for Parent Account or Associated Account but has not executed or incorrectly executed the payment (for example, where Paynetics is responsible for crediting Parent or Associated Account with the received payment later than it should have been), Paynetics will immediately credit the relevant Account with the correct amount (including any fees to restore the respective Account to the position it would have been at if the payment was executed correctly and in time).
- 12.9. If a payment is received in your Account incorrectly (for example, by mistake), Paynetics may, where it considers reasonable to do so, hold the payment and return it to the sender. In any case, Paynetics is obliged to provide certain information to the sender's payment service provider about you and the payment to enable them to recover the funds.

## **Payments initiated by payee**

- 12.10. If you or Cardholder authorise a payment initiated by or through the payee without knowing the final amount of the payment, you have the right to request Paynetics for a refund of such payment provided that all of the following conditions are met:
- 12.10.1. you have asked for a refund within 8 weeks from the date on which Associated Account was debited;
  - 12.10.2. at the time of authorisation to execute the payment, its exact amount was not specified; and



12.10.3. the amount of the payment exceeded the amount you/Cardholder could have reasonably expected taking into account Cardholder's previous spending patterns, the terms of this Agreement and the case-specific circumstances. If the amount of the payment increased because of the currency exchange when the reference exchange rate agreed with Paynetics has been applied, it will not be a valid reason.

At the request of Paynetics, you must provide information to show the conditions above have been met.

12.11. Within 10 business days of receiving your request for a refund, or, where applicable, of receiving the further information Paynetics requested, Paynetics will refund the full amount of the payment or inform you of the refusal to refund it, together with the grounds for refusal and the authorities to which you can complain if you do not accept those grounds. The refund will include the entire amount of the payment which will be dated back to the date on which Associated Account was debited.

12.12. You will not be entitled to a refund of any payment initiated by or through payee when:

12.12.1. You/Cardholder have given consent to perform the payment directly to Paynetics; and

12.12.2. where applicable, Paynetics or the payee has informed you/Cardholder about the upcoming payment at least 4 weeks before it was due to be made.

### **General liability**

12.13. Paynetics will not be liable to you/Cardholder for any damages or losses arising from or relating to:

12.13.1. your failure to use the Account or to ensure that Associated Account and Card are used in accordance with this Agreement;

12.13.2. any payments executed in accordance with the information or instructions provided by you/Cardholder which were incorrect, inaccurate or incomplete;

12.13.3. any unusual or unforeseeable circumstances beyond the control of Paynetics, the consequences of which could not be avoided despite Paynetics' best efforts;

12.13.4. refusal of a merchant, ATM or any other person to accept the Card;

12.13.5. malfunction of a mobile device or other equipment, software or services required for the successful technical performance of an operation which is beyond the control of Paynetics;

12.13.6. Paynetics actions undertaken to ensure compliance with the applicable legal or regulatory requirements or any rules or guidelines provided by the Card Organisation;

12.13.7. you/Cardholder acting fraudulently or with gross negligence;

12.13.8. loss of revenue, goodwill, lost benefits or expected savings;

12.13.9. any loss or damage which is not a direct result nor a direct consequence of a breach of this Agreement by Paynetics; or

12.13.10. any loss or damage caused by a virus, Denial of Service attack dissemination or other technologically harmful material that may infect a computer or other device or equipment, software programs, data or other proprietary material in connection to the Card, Account and this Agreement;

12.13.11. the quality, safety, legality or any other aspect of goods and/or services purchased using the Card or any possible disputes arising between you and the provider of such goods/services;

- 12.13.12. Paynetics refusing to accept or execute any payment or restricting, blocking or deactivating your Account and/or Card in accordance with this Agreement;
- 12.13.13. loss or damage beyond Paynetics' responsibility by law.
- 12.14. None of the terms of this Agreement will limit or exclude Paynetics' liability for fraud, gross negligence or any other liability which cannot be legally excluded or limited by law.
- 12.15. You are responsible for the use of the Account, Associated Account and Cards in accordance with this Agreement. You will be liable to Paynetics for all losses and damages caused by their improper and/or non-compliant use that does not comply with this Agreement.

### **13. CHANGES TO THIS AGREEMENT**

- 13.1. Paynetics may make changes to this Agreement, including the fees set out in the Tariff, as set out further below for reasons which may include (but are not limited to):
- 13.1.1. changes to the products or services or introducing new products or services under this Agreement;
- 13.1.2. withdrawal of a particular part of our products or services;
- 13.1.3. changes in market conditions or operating costs that affect Paynetics;
- 13.1.4. changes in technology, our systems and/or payment methods;
- 13.1.5. making this Agreement clearer or more favourable to you; or
- 13.1.6. changes in relevant laws or regulations, or codes or rules that apply to Paynetics.
- 13.2. Paynetics will notify you about any changes to this Agreement, including the Tariff, and the date on which such changes shall take effect, by posting a notice on the Website and/or via email, and/or via the App, at least 2 (two) months before the changes take effect. Paynetics can make immediate changes, without notice to you, to the exchange rates used to convert Card payments where such changes are the result of changes in the reference rate we have disclosed to you or are clearer or more favourable to you.
- 13.3. If you do not approve of the changes to this Agreement, you have the right to terminate this Agreement free of charge by informing Paynetics before the changes take effect. Paynetics will treat you as having accepted the changes unless you inform Paynetics that you do not approve these changes before they take effect.

### **14. TERM OF THE AGREEMENT. CANCELLATION. TERMINATION. VALIDITY PERIOD OF THE CARD**

- 14.1. This Agreement will become effective when your application is approved by Paynetics. This Agreement will remain valid until it is terminated in accordance with its terms.
- 14.2. Parent is entitled to use the Woli Mobile App and our payment services for 30 days upon approval of your application by us. During this period, the Parent will be able to:
- Add members of his family and pair with them via the Woli App;
  - Issue one Virtual Card for free, for each of the Associated Accounts. The Virtual Card can be used by the Child to make transactions online;
  - Issue one plastic Card for each of the Associated Accounts;
  - Load the Parent Account via bank transfer or via linked debit/credit card issued by a third-party service provider;

- Navigate the Woli Mobile App, such as managing Associated Accounts (checking spending history, creating tasks for Children to complete, accessing financial literacy quizzes and content), setting rewards and accessing other available services;

14.3. This Agreement can be terminated by you:

- 14.3.1. notifying Paynetics you do not accept changes to this Agreement in accordance with clause 13.3;
- 14.3.2. after expiration of the 30-day period as provided for in clause 8.8. above;
- 14.3.3. providing Paynetics a written request for termination of this Agreement at any time.

14.4. This Agreement can be terminated by Paynetics:

- 14.4.1. providing you 2 months' notice of termination of this Agreement;
- 14.4.2. with a notice having an immediate effect if:
  - 14.4.2.1. you breach an important term or persistently breach the provisions of this Agreement;
  - 14.4.2.2. Paynetics reasonably believes that the Accounts, Cards or any of its services is being used for any fraudulent or illegal purposes or in an unauthorised manner or for Prohibited Transactions;
  - 14.4.2.3. Paynetics is required to do so to comply with any law or regulation or a requirement by a regulatory authority or a Card Organisation;
  - 14.4.2.4. Paynetics reasonably believe that continuing to permit use of the Accounts or Cards may cause Paynetics to breach any applicable law or regulation, code or other duty applicable to it or expose Paynetics to any adverse action, censure, fine or penalty from any regulatory authority, law enforcement or other governmental agency or Card Organisation;
  - 14.4.2.5. you become bankrupt or deceased;
  - 14.4.2.6. in other cases provided by law or in the Agreement.

14.5. If this Agreement is terminated for any reason, your rights to use the Accounts/Associated Accounts and Cardholder's rights to use the Cards, as applicable, will be terminated, the Parent Account and Associated Account will be closed and Cards will be deactivated. All amounts due to Paynetics under the Agreement, if any, will become payable on termination. You can request the return of any remaining funds on your Account in accordance with clause 15.

14.6. You will be responsible for all payments performed prior to termination of this Agreement, their resulting liabilities and any other obligations relating to the use and servicing of the Accounts and Cards prior to such termination.

## **15. REDEMPTION**

15.1. You can redeem all or part of the e-money held on your Account any time for the duration of this Agreement by requesting Paynetics to refund it to you. After this Agreement is terminated, you can only request to redeem the remaining e-money on your Account in full. You can request to redeem the e-money by contacting our Customer Relations Centre. You will need to provide Paynetics the details of an account [which must be an account in your name] to which you would like the refund to be made and any other details we may require. Paynetics may require you to provide satisfactory confirmation of your identity and address before the refund is made.

- 15.2. All redemptions will be paid in the currency of your Account in which the remaining e-money being redeemed is held, at an exchange rate (if applicable) prevailing at the time of processing the redemption.
- 15.3. A redemption fee (see Tariff) will be charged to cover redemption costs on each redemption request if:
- 15.3.1. redemption is requested before this Agreement is terminated for any reason;
  - 15.3.2. you terminate this Agreement before any agreed termination date; or
  - 15.3.3. redemption is requested more than one year after the date this Agreement is terminated.
- 15.4. The redemption fee (see Tariff) will not be charged for redemption that is requested:
- 15.4.1. at termination of this Agreement or up to one year after that date;
  - 15.4.2. when you cancel this Agreement in accordance with clause 8.6.
- 15.5. Paynetics will not refund the remaining value of e-money on your Account if you make the request for redemption more than 6 years after the date of termination of this Agreement.

## **16. COMPLAINTS**

- 16.1. If you wish to complain about Paynetics services under this Agreement, you can do so by contacting our Customer Relations Centre.
- 16.2. You can find more information on how we handle complaints on the Website. We will provide you with a copy of our complaints procedure on your request or if we receive a complaint from you. In most cases, Paynetics will review your complaint and provide a full response within 15 business days from the date the complaint is received. In exceptional circumstances, where Paynetics is unable to respond to your complaint in full within that timeframe, Paynetics will send you a holding response with reasons for the delay and the timeframe within which you will receive a full response, which in any case will be within 35 business days from the date your complaint was received.
- 16.3. If Paynetics fails to provide a full response to your complaint within the time limit referred to above or has failed to resolve your complaint to your satisfaction, you may refer your complaints to the Payment Disputes Conciliation Committee with the Commission for Consumer Protection (1000, Sofia, 1 Vrabcha Str, fl. 4, Bulgaria, phone: +359 2 933 05 77). Details of the service offered by the Payment Disputes Conciliation Committee are available at [www.kzp.bg](http://www.kzp.bg) and <https://abanksb.bg/pkps/pkps-contacts-En.html>.

## **17. MISCELLANEOUS**

- 17.1. This Agreement shall be governed by the Bulgarian law. Any disputes relating to this Agreement will be finally settled by the competent Bulgarian court.
- 17.2. Paynetics may transfer or assign its rights and obligations under this Agreement to another company or individual at any time. If the transfer means that another organisation will be providing the services under this Agreement to you instead of Paynetics, Paynetics will give you notice of the transfer and the date when the transfer will take effect. Unless specified otherwise in the notice, the terms of this Agreement will be binding on you and the transferee as if the transferee was the original party to this Agreement from the date the transfer takes effect. This will not affect any of your legal rights relating to this Agreement or the services provided under it.
- 17.3. You cannot transfer or assign any of your rights and obligations under this Agreement to another individual or company without Paynetics' prior written consent.
- 17.4. If a court or competent authority establishes that a certain provision in the Agreement (or any part of any provision) is invalid, illegal or unenforceable, such provision (or part of it) shall be deemed to be non-existent

to the extent necessary, but the validity and applicability of all other provisions of the Agreement shall not be affected.

## **18. CUSTOMER RELATIONS CENTRE**

18.1. You can contact our Customer Relations Centre using the contact details set out below. For monitoring purposes, we may record any conversation with the Customer Relations Centre.

18.1.1. Contact us about our services (open from 9 a.m. to 6 p.m., EET, from Monday to Friday):

18.1.1.1. Via the App: using chat bot service.

18.1.1.2. by email: [support@woli.io](mailto:support@woli.io)

18.1.1.3. by writing at Mnasiadou & Stasikratous No 10, ELMA HOUSE, 2nd floor, 1065, Nicosia, Cyprus.

18.1.2. Report lost, stolen or misappropriated Cards or other unauthorised access to your Account (available 24 hours a day):

18.1.2.1. Via the App: using chat bot service;

18.1.2.2. Via email: [support@woli.io](mailto:support@woli.io).

**This Cardholder Agreement has been amended with Decision of the Board of Directors of Paynetics AD dated 9<sup>th</sup> of April 2024.**

## TARIFF

<b>Card Subscription plan (charged to Parent)</b>	<b>Basic Plan</b>	<b>Pay as you Go Plan</b>
Card Subscription Fee per child card per month	2,99 €	n/a
Card Subscription Fee per child card per year (alternative to the Card Subscription Fee per child card per month)	29,99 €	n/a
Card Subscription promotions and discounts can be provided during promotional periods and to specific distributors from time to time		
<b>Loading and unloading funds (charged to Parent)</b>		
Load via SEPA transfer to the Parent Account IBAN	FREE (your bank may charge you for the outgoing transfer)	FREE (your bank may charge you for the outgoing transfer)
Minimum top-up fee (in case of load via SEPA transfer)	n/a	n/a
Load via debit/credit card (one load per month)	FREE	FREE
Load via debit/credit card (more than one load per month)	1% + 0.10 €	1% + 0.10 €
Minimum top-up fee (in case of load via debit/credit card)	n/a	n/a
Unload Parent Account funds to your bank account	10.00 € (manual process via Woli support, which happens at the event of account closure)	10.00 € (manual process via Woli support, which happens at the event of account closure)
<b>Physical Cards (charged to Parent)</b>		
Physical Card Order - Standard design (incl. shipping costs)	6.99 € (this may be provided for FREE as part of promotional campaigns from time to time)	6.99 € (this may be provided for FREE as part of promotional campaigns from time to time)
Physical Card Order - Premium design (incl. shipping costs)	9.99 €	9.99 €
Replacement card (expired)	0,00 €	0,00 €
Virtual Card	FREE	FREE
Replacement card (lost or stolen)	6.99 €	6.99 €
<b>Transfer funds to Children (charged to Parent)</b>		

Fee per transfer	n/a	3.5%
Minimum fee per transfer	n/a	2.00€
<b>Transactions in the SEPA zone</b>		
POS or Online transactions	Free	Free
ATM	Bank/ATM charges apply	Bank/ATM charges apply
<b>Transactions international (outside SEPA zone)</b>		
POS or Online transaction international (charged over and above any regular currency exchange)	Free	Free
ATM transaction international	Bank/ATM charges apply	Bank/ATM charges apply
<b>Services</b>		
Contact customer service via Woli app	Free	Free
Show PIN	Free	Free
Block/unblock card	Free	Free
Currency exchange (whenever required)	At Visa cost	At Visa cost
Fee for chargeback processing	35,00 €	35,00 €